

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER HSBP1006D01353	3. SOLICITATION NUMBER HSBP1006R0463	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 04/11/2006	6. REQUISITION/PURCHASE NUMBER 0020020365
7. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229	CODE	8. ADDRESS OFFER TO (if other than item 7) TICOM Inc. 14520 Avion Parkway, Suite 100 ATTN: (b) (6) (b) (6) Chantilly VA 20151		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1100 EDT local time 05/30/2006 (City) (Hour) (Date)

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Deborah L. Smith	B. TELEPHONE (Include area code) (b) (6)	C. EMAIL ADDRESS (b) (6)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%) NONE
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A0001	4/13/2006	A0003	5/12/2006
	A0002	4/24/2006	A0004	5/19/2006

15A. NAME AND ADDRESS OF OFFEROR The Boeing Company 5301 Bolsa Avenue Huntington Beach, CA 92647	CODE 3G3L3	FACILITY CODE AC	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b) (6) Contracts Management Advanced Systems, IDS The Boeing Company
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15B. TELEPHONE NO. (Include area code) (b) (6)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	18. OFFER DATE 5-30-06
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED Not Applicable	20. AMOUNT \$0.00	21. ACCOUNTING AND FUNDING SYMBOLS 901720000 6100.2525 USCS 2000 2525 IT720 06400 AP06
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) G.5 ITEM
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24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY Customs and Border Protection National Finance Center, Commerical Accounts P.O. Box 68908 Indianapolis, IN 46268
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26. NAME OF CONTRACTING OFFICER (Type or print) Deborah L. Smith	28. AWARD DATE 9-18-06
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Pursuant to FAR 53.110, Continuation Sheets, Offeror has prepared this continuation sheet for Block 14, Acknowledgement of Amendments, for the below-noted Amendments.

14. ACKNOWLEDGMENT OF AMENDMENTS (Continued)

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
A0005	5/23/2006	A0006	5/24/2006

(b) (6)

9-12-06

2. AMENDMENT/MODIFICATION NO. A0007	3. EFF. DATE 07/26/2006	4. REQUISITION/PURCHASE REQ. NO. 0020020365	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs and Border Protection Office of Procurement - NP 1310 1300 Pennsylvania Ave., NW Washington DC 20229
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) The Boeing Company 5301 Bolsa Avenue Huntington Beach, CA 92647	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">X</td> <td>9A. AMENDMENT OF SOLICITATION NO. HSBP1006R0463</td> </tr> <tr> <td></td> <td>9B. DATED (SEE ITEM 11) 04/11/2006</td> </tr> <tr> <td></td> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. /</td> </tr> <tr> <td></td> <td>10B. DATED (SEE ITEM 13)</td> </tr> </table>	X	9A. AMENDMENT OF SOLICITATION NO. HSBP1006R0463		9B. DATED (SEE ITEM 11) 04/11/2006		10A. MODIFICATION OF CONTRACT/ORDER NO. /		10B. DATED (SEE ITEM 13)
X	9A. AMENDMENT OF SOLICITATION NO. HSBP1006R0463								
	9B. DATED (SEE ITEM 11) 04/11/2006								
	10A. MODIFICATION OF CONTRACT/ORDER NO. /								
	10B. DATED (SEE ITEM 13)								
CODE 3G3L3	FACILITY CODE AC								

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- | | |
|----|---|
| A. | THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| B. | THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). |
| C. | THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| D. | OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to:

1. Provide standardized Government Work Breakdown Structure formats for the offerors' use in mapping the previously submitted proposal pricing for their Concept of Operations Rough Order of Magnitude, Management Plan Task, Tucson Sector Task, and Offeror's Proposed Task;
2. Provide a standardized Assumption format for the offerors to submit in one place all Assumptions currently located throughout their submitted proposals and provide a standardized Exception format for the offerors to submit in one place all Exceptions currently located throughout their submitted proposals;

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

14. NAME AND TITLE OF SIGNER (Type or print) (b) (6) Contracts Management Advanced Systems, IDS The Boeing Company	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah L. Smith Contracting Officer
--	---

15. DATE SIGNED (b) (6) 8/2/06	16C. DATE SIGNED (b) (6) 9-18-06
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[INSERT FORM HERE]

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES AND SERVICES TO BE ORDERED**

The Contractor shall provide resources necessary to support the provision of supplies and services required to achieve the objectives stated in the SBLnet Statement of Work referenced in Section C (attached in Section J) and to support the contractor's proposal as modified by the Oral Presentation, dated August 18, 2006, and the Final Proposal Revision, dated August 25, 2006, which are incorporated herein.

[End of Clause]

B.2 SUPPLIES OR SERVICES AND PRICES/COSTS

The full panoply of supplies and services to provide 6,000 miles of secure U.S. border.

[End of Clause]

B.3 TRAVEL AND OTHER DIRECT COSTS

For the purpose of this contract, Other Direct Costs (ODCs) are defined as those costs deemed to be incidental to the performance of the Task/Delivery Order or those costs incurred at the direction of the Government. Government will only reimburse the contractor's actual costs for ODCs.

[End of Clause]

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE

If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.

The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

[End of Clause]

B.5 MINIMUM QUANTITY

The Government shall order a minimum of services and supplies in the dollar amount of \$2 Million over the term of the contract.

[End of Clause]

B.6 MAXIMUM QUANTITY

The maximum quantity of supplies and services, which the Government may order during the life of this contract, is the full panoply of supplies and services to provide 6,000 miles of secure U.S. border. For the sole purpose of a stated contract maximum, a "mile of secure U.S. border" means a mile in which CBP can consistently detect, identify and classify, respond to, and appropriately resolve, substantially all illegal border crossings.

[End of Clause]

[END OF SECTION B]

SECTION C**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SPECIFICATIONS, STATEMENT OF WORK, OR STATEMENT OF OBJECTIVES ATTACHED (MAR 2003)**

The Statement of Work, referenced herein and attached in Section J as Attachment 01, which describes the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications", as described in the clause, Order of Precedence, FAR 52.215-8, incorporated herein by reference.

[End of Clause]

C.2 SECTION 508 COMPLIANCE (MAR 2003)

The contractor must provide a comprehensive specific list of all its electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194.

The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

[End of Clause]

SECTION D
PACKAGING AND MARKING

D.1 PACKAGING, PACKING AND MARKING (MAR 2003)

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination.

Packages shall be clearly identified on the outer wrapping with the contract number and delivery/task order number, if applicable.

[End of Clause]

D.2 PRESERVATION, PACKAGING AND PACKING

All materials shipped or mailed under this contract shall be afforded the degree of preservation, packaging, and packing required to prevent deterioration and damage due to the hazards to which they may be subjected during shipment, handling, and storage. All preservation, packaging, and packing for shipment or mailing shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s). Materials and equipment shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay, and furnish notice of the existence of a warranty. A packing list will accompany each shipment.

[End of Clause]

D.3 DELIVERABLES MARKING

At a minimum, each shipping container shall be plainly and indelibly marked to show the following:

- (a) Consignee
- (b) Contract number
- (c) Delivery/ Task Order number
- (d) A brief description of the items
- (e) Quantity
- (f) Contractor's name
- (g) Warranty, and any other markings that may be given to the Contractor prior to delivery.

[End of Clause]

[END OF SECTION D]

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acqnet.gov
http://farsite.hill.af.mil

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES --FIXED-PRICE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT
52.246-4	AUG 1996	INSPECTION OF SERVICES --FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

[End of By-Reference Clauses]

E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title ISO 9001 Standards
Number _____
Date _____
Tailoring _____

Title SEI CMM Level 3
Number _____
Date _____
Tailoring _____

Title SEI CMMI Level 3
Number _____
Date _____
Tailoring _____

Title _____
Number _____
Date _____

Tailoring _____

[End of Clause]

[END OF SECTION E]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>
<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK
52.242-15	AUG 1989	STOP-WORK ORDER Alternate I (APR 1984)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-29	FEB 2006	F.O.B. ORIGIN
52.247-33	FEB 2006	F.O.B. ORIGIN, WITH DIFFERENTIALS
52.247-34	NOV 1991	F.O.B. DESTINATION
52.247-55	JUN 2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
52.247-58	APR 1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS

[End of By-Reference Clauses]

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (to be provided with individual delivery/task orders) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (to be provided with individual delivery/task orders). The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by (to be provided with individual delivery/task orders). The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

[End of Clause]

F.3 ORDERING OFFICE

Task/Delivery orders to be issued under the resultant contract shall be issued by the following Procurement office:

Department of Homeland Security

U.S. Customs and Border Protection
Office of Finance
Procurement Directorate
1300 Pennsylvania Avenue, NW, Suite 1310NP
Washington, DC 20229.

[End of Clause]

F.4 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details. This data shall be informational only in character and this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

[End of Clause]

F.5 52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
- (b) The permissible variation shall be limited to:
 - 10 Percent increase
 - 10 Percent decreaseThis increase or decrease shall apply to individual orders issued under this contract.

[End of Clause]

F.6 TERM OF CONTRACT WITH OPTION(S) (MAR 2003)

The contract term shall be for a base period of three (3) years from the date of award plus three (3) one year option periods. Subject to the Government's option to extend the term of the contract in accordance with the clause entitled, "Option to Extend the Term of the Contract" FAR 52.217-9 contained herein.

[End of Clause]

F.7 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from September 18, 2006 through September 17, 2009, plus any exercised options.

[End of Clause]

F.8 PLACE OF PERFORMANCE -- GOVERNMENT AND CONTRACTOR SITE (MAR 2003)

The Contractor shall perform all work under this contract at the Government location(s) and contractor facility(ies) specified below:

GOVERNMENT LOCATION(S)

(Provided with individual delivery/task orders)

CONTRACTOR FACILITY(IES)

The Boeing Company
5301 Bolsa Avenue
Huntington Beach, CA 92647-2099

[End of Clause]

[END OF SECTION F]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER UNDER THIS CONTRACT

Deborah L. Smith, Contracting Officer

Department of Homeland Security
U.S. Customs and Border Protection
Office of Finance
Procurement Directorate
1300 Pennsylvania Avenue, NW, Suite 1310NP
Washington, DC 20229

Email: (b) (6)

Telephone: (b) (6)
Fax: 202-344-3417.

[End of Clause]

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

a) The Contracting Officer's Technical Representative (COTR) for this contract is:

(b) (6)
1300 Pennsylvania Avenue, NW
Washington DC, 20229

(b) (6)

(b) (6)

b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

G.3 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

G.4 SUBCONTRACTS/CONSULTANT ARRANGEMENTS (MAR 2003)

During the term of this contract, the Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions or changes in subcontract/consultant arrangement entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the following specified items of information for any subcontract/consultant arrangement proposed subsequent to contract award.

- (a) Company name of each subcontractor, or the individual name in the case of independent consultants;
- (b) Names of each subcontractor corporate officers;
- (c) Name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and
- (d) Scope of work to be performed by each subcontractor/consultant.

CBP reserves the right to approve/disapprove proposed key subcontracts in task order negotiations, even if the contractor has an approved purchasing system. The CBP approval will be used to ensure competition is retained throughout the contract's lifecycle in a manner that provides the optimum solution in terms of cost, schedule, and performance.

The provisions of this clause do not preclude any requirements regarding subcontracts that may be set forth elsewhere in this solicitation/contract. Reference Clauses H.3, H.28, H.29, and I.1.

Questions regarding this requirement shall be directed to the Contracting Officer.

[End of Clause]

G.5 SUBMISSION OF INVOICE (MAR 2003)

One original and one (1) copy of the invoice/voucher document shall be submitted to the Contracting Officer's Technical Representative (the designated agency office) with a copy to the Contracting Officer/ Contract Administrator and a copy to DHS U.S. Customs and Border Protection, National Finance Center (Commercial Accounts), P.O. box 68908, Indianapolis, IN 46268.

[End of Clause]

[END OF SECTION G]

SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 USE OF CONTRACTOR SUPPORT/ADVISORY PERSONNEL AS CONTRACT SPECIALISTS**

The offeror's attention is directed to the fact that contractor personnel will assist the Government in a contract specialist role for solicitation development, issuance, proposal receipt, proposal evaluation/analysis, and contract administration. The following companies that are contracted to provide the services listed above include: Acquisition Solutions, Inc. (ASI); Contracting Strategies, Inc. (Stratecon); Digital Intelligence Systems Corporation (Disys); Johns Hopkins University-Applied Physics Laboratory (APL-JHU); MITRE Corporation; Organizational Strategies, Inc. (OSI); Performance Management Consulting, Inc. (PMC); Robbins Gioia; Strategic Analysis, Inc.; and, Tecolote Research, Inc. Submission of proposals in response to the solicitation constitutes approval to release the proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

[End of Clause]

H.2 OTHER AGENCY USE OF CONTRACT

The contract resulting from this solicitation will be for use by all components of DHS. Customs and Border Protection (CBP) Contracting Officers will issue orders against the contract, as required by other DHS organizations, pending the transfer of funds to CBP for the orders.

[End of Clause]

H.3 ORDERING PROCESSES AND PROCEDURES

Ordering of services and supplies under this contract shall be accomplished by the issuance of written orders specifying the types and quantities of services and/or supplies being ordered. All orders issued under this contract shall conform to the provisions of the contract clause in Section I entitled "Ordering". The only office authorized to issue orders under this contract is Customs and Border Protection Office of Procurement. The type of order will be based on the work to be performed. The Contractor is required to analyze and bring to the Contracting Officer's attention what impact the particular task will have on prior tasks and how the task fits into the overall SBI net Program.

H.3.1 General Process for Tasking

The general process for individual Delivery/Task orders is as follows:

- (a) Where appropriate to increase the value to the SBI net Program, the Contractor and SBI net may collaboratively define the tasking objectives and/or outcomes. The Contracting Officer may use these objectives and/or outcomes to compose Delivery/Task Order Statement(s) of Objectives or Statement(s) of Work for work under the contract. These collaboratively defined tasking objectives and/or outcomes should (1) correlate with the strategic objectives prescribed by the appropriate SBI net entity and (2) comply with the time-phased modernization planning.
- (b) The Contracting Officer will forward Delivery/Task Order Statement(s) of Objectives or Statement(s) of Work to the Contractor with a cover memorandum with the proposed delivery/task order-type of contract. The Delivery/Task Order Statements of Work will address the following areas: Background; Scope of Work, Description of Tasks; Government-Furnished Materials; Deliverables and Delivery Schedule; Performance Measures and Acceptance Criteria; Contractor-Furnished Materials, ODCs, and Travel; Period of Performance; Place of Performance; and Government Contacts.
- (c) The Contractor shall prepare and submit a Task Proposal addressing all areas of the requirement. The Contractor's Task Proposal shall detail the Statement of Work (if a Statement of Objectives is provided by the Government), management and technical approach to meet the requirements, Work Breakdown Structure, required Government Furnished Property (GFP)/Government Furnished Information (GFI) and

an identification of the Contractor's proposed task order-type as part of a priced proposal. The Contractor shall submit the Task Proposal within the time period specified in the Task Order Statement of Work or Task Order.

- (d) The Government requires fifteen (15) working days to conduct an evaluation of the proposal, and the Contracting Officer may conduct discussions and/or negotiations with the Contractor. The Contractor shall have fifteen (15) working days to make Government recommended changes to its proposal and the Government will have fifteen (15) working days after re-submittal for acceptance. Upon completion of final discussions and/or negotiations with the Contractor, the Contracting Officer will issue a written task order incorporating the Task Proposal.
- (e) Unless otherwise stated in a task order or approved by the Contracting Officer, all personnel proposed under an order shall commence work within ten (10) working days after the date the Contractor receives the order. The Contractor shall be responsive to the requirements of the Security Background Data section of this requirement to assist in the timely start date of Contractor personnel. The Contractor shall have the appropriate background investigation documents submitted to the Government within ten (10) working days of the effective date of the order, however the contractor is not required to have completed the background investigation.
- (f) FAR 52.232-20, Limitation of Cost and FAR 52.232-22, Limitation of Funds will operate at the CLIN of each Delivery/Task order vice at the Contract level.

H.3.2 Contractor's Task Proposal

The Contractor's Task Proposals shall demonstrate performance, timeliness for deliverables, and adherence to original budgeting, and show how the activities to be performed integrate into the overall Program. The Contractor may propose the type of contract for the new work, and the Government will consider proposed alternate pricing arrangements. If a different type of contract/pricing arrangement is proposed, then the Contractor must provide rationale documenting why an alternative pricing approach is more advantageous to the Government. The Government is interested in assuring that performance risk is properly allocated between the Government and the Contractor, creative incentives and meaningful penalties may be proposed.

The Contractor's Task Order proposal shall consist of the following elements:

- (a) Proposed Solution: A narrative description of the Contractor's solution-plans for performance, technical approach, and any issues. The Contractor shall describe how activities in each task integrate into the overall SBInet Program. The Contractor shall present and describe any assumptions relied on in developing the Task Order proposal (both technical and cost). The Contractor shall describe in great detail the competitive process either utilized or planned to be utilized to obtain supplies or services from subcontractors.
- (b) Detailed Task Order Project Plan: The plan shall describe how the Contractor will accomplish this task. This shall include, but is not limited to, a description of each task and identification of work products and their delivery dates. The Project Plan shall include:
 - (1) Government Resources: A detailed breakdown of the Government resources, including but not limited to systems, personnel, and facilities that the Contractor requires in order to accomplish the task.
 - (2) Performance Measures: This section of the Contractor's Task Proposal shall propose performance measures applicable to the task and across the SBInet Program. This section shall recommend measurement and reporting methods for measures unique to the task. This section also shall identify any proposed deviations from the DHS Enterprise Architecture or Contractor Software Development Life Cycle, as appropriate. The extent of competition in subcontracting and the robustness of the Contractor's Make or Buy program as applied to the task must be included as performance measures.
 - (3) Task Order Staffing: The Contractor shall describe its staffing plan for each task. This shall include teaming partners and subcontractors, if any; roles and responsibilities; and staffing levels.
 - (4) Location: The Contractor shall provide a detailed description of the location where proposed personnel will perform the task.

- (5) Small, HUBZone Small, Small Disadvantaged, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, and Women-owned Business Subcontracting Data: The Contractor shall include, in accordance with its Subcontracting Plan, the appropriate percentage and dollar value of qualifying subcontracted work.
 - (6) Subcontracting and Make-or Buy Program: The Contractor shall provide its subcontracting plan, ensuring that competition will be utilized. The plan shall detail all Market Research conducted or planned and the source selection procedures employed or planned. The Contractor shall detail its Make or Buy Program as applied to this Task.
 - (7) The extent of actual or planned price competition for subcontract, and the source selection criteria that supports a subcontract award at other than the lowest price available.
 - (8) Make or Buy program price analysis for his task.
- (c) Work Breakdown Structure and Schedule
- (d) Cost/Price Proposal: The Contractor shall provide a detailed Cost/Price Proposal that is directly linked to achievement of the proposed efforts, performance measures, schedule, and cost efficiencies. Each Cost/Price Proposal shall include the following supplemental information in sufficient detail to allow the Government to perform price and/or cost analyses:
- (1) Key assumptions or price drivers (e.g., Government-furnished Equipment; Government-furnished Information, etc.)
 - (2) The proposed task order type should include proposed monetary and other incentives that will help ensure control of cost, schedule and performance.
 - (3) CBP has a preference for task orders with incentives for cost and schedule under-runs, and disincentives for cost and schedule overruns. This is a performance-based contract, and it is imperative that task orders demonstrate measurable results, rather than best efforts.
 - (4) Basis for task order labor rates. The contractor shall justify the proposed task order type, including how the task order type and fee/incentive structure best positions the task order for cost, schedule, and performance success.
 - (5) Current forward pricing rate proposals, agreements, or equivalent basis of estimate for direct and indirect rates.
 - (6) Justification for proposed risk factors and fees.
 - (7) Summary of cost model modifications.
 - (8) Basis of Estimate (BOE) that delineates the basis of all direct resources proposed. The BOEs shall include the rationale for proposing the level of labor, travel, ODCs, or material proposed by lowest level WBS. Each BOE shall provide full and complete justification for only one WBS.
- (e) Each task order proposal must specifically identify any aspect of the proposal that may have any intellectual property or data rights restrictions. This includes rights issues that may affect the Government's ability to competitively obtain any portion of the Contractor's plan, including follow-on operation and maintenance of any part of the proposed solution.
- (f) Resumes: The Contractor shall identify all key personnel and provide resumes of all key personnel not previously identified. For any changes in assignments of key personnel within the Contract, the Contractor shall assess the impact on other tasks. The Contractor shall submit all documentation necessary for all personnel background investigations.
- (g) Deliverables and Acceptance Criteria.

[End of Clause]

H.4 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by (Provided with individual delivery/task orders).
- (b) Weather conditions
(Provided with individual delivery/task orders)
- (c) Transportation facilities
(Provided with individual delivery/task orders)

[End of Clause]

H.5 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
 - (1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
 - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
 - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) Examples of tasks that require security provisions include--
 - (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
 - (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

[End of Clause]

H.6 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

- (a) Prohibitions.
Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.
- (b) Definitions. As used in this clause:
"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.
"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.
"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--
 - (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
 - (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
 - (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.
"Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.
- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
 - (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
 - (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date

which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

- (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) Warrants;
 - (ii) Options;
 - (iii) Contracts to acquire stock;
 - (iv) Convertible debt instruments;
 - (v) Others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) Disclosure. The offeror under this solicitation represents that [Check one]:
 - it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
 - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
 - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

[End of Clause]

H.7 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- (b) (6) SBinet Program Manager
- (b) (6) SBinet Deputy Program Manager
- (b) (6) SBinet Deputy Program Manager and (b) (4) IT Infrastructure Program Manager
- (b) (6) Chief Systems Engineer
- (b) (6) Systems Engineering and Integration Manager
- (b) (6) Chief Architect
- (b) (6) Quality and Mission Assurance Manager
- (b) (6) Supplier Management and Procurement (SM & P) Manager
- (b) (6) Operations Director
- (b) (6) Project Manger, Tucson Sector
- (b) (6) Life Cycle Cost Manager

(b) (6) Contract Manager
 (b) (6) (b) (4) SBNnet Program Manager
 (b) (6) (b) (4) SBNnet Program Manger
 (b) (6) (b) (4) SBNnet Program Manager

[End of Clause]

H.8 3052.216-71 DETERMINATION OF AWARD FEE (DEC 2003)

- (a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.
- (b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.
- (c) The contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within 30 days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.
- (d) The Government may specify that a fee not earned during a given evaluation period may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

[End of Clause]

H.9 EARNED VALUE MANAGEMENT

In accordance with OMB Circular A-11, the Government will use Earned Value Management (EVM) to monitor tasks under SBNnet. The Contractor shall provide EVM that meets the criteria as defined in the current American National Standards Institute/Electronic Industries Alliance (ANSI/EIA) Standard 748-1998, Earned Value Management Systems, approved May 19, 1998.

Task orders (TO) in support of programs that have assets in the development, modernization, or enhancement phase will require the use of EVM to measure the cost, schedule, and performance of those assets against the established baseline. For task orders that are greater than or equal to \$5M, the Government requires full compliance with the ANSI/EIA Standard 748 (1998) guidelines, with self-verification. For those task orders that are less than \$5M but greater than or equal to \$1M, the Government requires compliance to a specific subset of the ANSI-748 guidelines, with self-verification. For task orders that are under \$1M annual cost, Earned Value Management is at the discretion of the Program Manager. The Contractor shall self-verify the compliance of its system. The Government reserves the right to apply the higher alternative EVM standard to Prime Contractors with multiple task orders with a total cumulative value greater than \$5M and greater than \$1M. The Government reserves the right to obtain independent verification of a Prime Contractor's EVM system.

The following section provides the basic requirements thresholds while specific application will be determined by the Government at the task order level based on value, risk, and the nature of the work to be performed.

	Task Order Level	Cost-based Task Order	Applicable Fixed Price Task Order	ANSI Standard-748 Compliance	Applicable Contract Provision
Alternative I	>= \$5M	Yes	Yes	* Full * Self-verified EVMS	H.9.1

Alternative II	>= \$1M, <\$5M	Yes	Yes	* Mandatory Subset of ten Guidelines * Self-verified EVMS	H.9.2
Alternative III	< \$1M	Discretionary	Discretionary	* Discretionary * Up to Subset of ten if used	H.9.3

[End of clause]

**H.10 EARNED VALUE MANAGEMENT - ALTERNATIVE I
(See Section H.9 for Applicability)**

(a) In the performance of the TO, the Contractor shall use an earned value management system (EVMS) that complies with the criteria provided in ANSI/EIA-748, appropriately tailored to the task order and has been self verified.

(b) If at any time during performance of the TO the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.

(c) The Contractor shall participate in integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 90 calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(d) The Contractor shall provide the Cost Performance Report in the format specified in Section J, Attachment 7 in accordance with the requirements of this task order.

(e) The Contractor shall provide an Integrated Master Schedule as part of each EVMS report.

(f) The approved EVMS shall only be modified by written bilateral modification to the task order.

(g) The Contractor agrees to provide access to all pertinent records and data requested by the TO Contracting Officer or duly authorized representative to validate and verify the accuracy and completeness of the EVMS data and ensure that the EVMS complies, and continues to comply, with the ANSI/EIA-748 standard referenced in paragraph (a) of this clause.

[End of clause]

**H.11 EARNED VALUE MANAGEMENT - ALTERNATIVE II
(See Section H.9 for Applicability)**

(a) In the performance of the TO, the Contractor shall use an earned value management system (EVMS) that complies with the following ten (10) Intent Guidelines provided in ANSI/EIA-748, appropriately tailored to the task order, and has been self verified.

- (1) EVM Intent Guideline 1: Define the authorized work elements for the program. A work breakdown structure (WBS), tailored for effective internal management control, is commonly used in this process.
- (2) EVM Intent Guideline 2: Identify the program organizational structure, including the major subcontractors responsible for accomplishing the authorized work, and define the organizational elements in which work will be planned and controlled.
- (3) EVM Intent Guideline 3: Provide for the integration of the company's planning, scheduling, budgeting, work authorization and cost accumulation processes with each other and, as appropriate, the program WBS and the program organizational structure.
- (4) EVM Intent Guideline 6: Schedule the authorized work in a manner which describes the sequence of work and identifies the significant task interdependencies required to meet the requirements of the program.

- (5) EVM Intent Guideline 7: Identify physical products, milestones, technical performance goals or other indicators that will be used to measure progress.
 - (6) EVM Intent Guideline 8: Establish and maintain a time-phased budget baseline, at the control account level, against which program performance can be measured. Initial budgets established for performance measurement will be based on either internal management goals or the external customer-negotiated target cost, including estimates for authorized but undefinitized work. Budget for far-term efforts may be held in higher level accounts until an appropriate time for allocation at the control account level. On government contracts, if an over-target baseline is used for performance measurement reporting purposes; prior notification must be provided to the customer.
 - (7) EVM Intent Guideline 16: Record direct costs in a manner consistent with the budgets in a formal system controlled by the general books of account.
 - (8) EVM Intent Guideline 22: At least on a monthly basis, generate the following information at the control account and other levels as necessary for management control using actual cost data from, or reconcilable with, the accounting system:
 - (a) Comparison of the amount of planned budget and the amount of budget earned for work accomplished. This comparison provides the schedule variance.
 - (b) If at any time during performance of the TO the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.
 - (9) EVM Intent Guideline 27: Develop revised estimates of cost at completion based on performance to date, commitment values for material, and estimates of future conditions. Compare this information with the performance measurement baseline to identify variances at completion important to company management and any applicable customer reporting requirements including statements of funding requirements
 - (10) EVM Intent Guideline 28: Incorporate authorized changes in a timely manner, recording the effects in budgets and schedules. In the directed effort prior to negotiation of a change, base such revisions on the amount estimated and budgeted to the program organizations
- (b) If at any time during performance of the TO, the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government
 - (c) The Government requires integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within ninety (90) calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
 - (d) The Contractor shall provide the Cost Performance Report in accordance with the requirements of this task order.
 - (e) The Contractor shall provide an Integrated Master Schedule as part of each EVMS report.
 - (f) The approved EVMS shall only be modified by written bilateral modification to the task order.
 - (g) The Contractor agrees to provide access to all pertinent records and data requested by the TO Contracting Officer or duly authorized representative to validate and verify the accuracy and completeness of the EVMS data and ensure that the EVMS complies, and continues to comply, with the ANSI/EIA-748 standard referenced in paragraph (a) of this clause.

[End of clause]

H.12 EARNED VALUE MANAGEMENT - ALTERNATIVE III **(See Section H.9 for Applicability)**

- (a) In the performance of the TO, the Contractor shall use an earned value management system (EVMS) that complies with up to ten (10) of the criteria listed below appropriately tailored to the TO and has been self verified.
 - (1) EVM Intent Guideline 1: Define the authorized work elements for the program. A work breakdown structure (WBS), tailored for effective internal management control, is commonly used in this process

- (2) EVM Intent Guideline 2: Identify the program organizational structure, including the major subcontractors responsible for accomplishing the authorized work, and define the organizational elements in which work will be planned and controlled
 - (3) EVM Intent Guideline 3: Provide for the integration of the company's planning, scheduling, budgeting, work authorization and cost accumulation processes with each other and, as appropriate, the program WBS and the program organizational structure
 - (4) EVM Intent Guideline 6: Schedule the authorized work in a manner which describes the sequence of work and identifies the significant task interdependencies required to meet the requirements of the program
 - (5) EVM Intent Guideline 7: Identify physical products, milestones, technical performance goals or other indicators that will be used to measure progress
 - (6) EVM Intent Guideline 8: Establish and maintain a time-phased budget baseline, at the control account level, against which program performance can be measured. Initial budgets established for performance measurement will be based on either internal management goals or the external customer-negotiated target cost, including estimates for authorized but undefinitized work. Budget for far-term efforts may be held in higher level accounts until an appropriate time for allocation at the control account level. On government contracts, if an over-target baseline is used for performance measurement reporting purposes; prior notification must be provided to the customer.
 - (7) EVM Intent Guideline 16: Record direct costs in a manner consistent with the budgets in a formal system controlled by the general books of account
 - (8) EVM Intent Guideline 22: At least on a monthly basis, generate the following information at the control account and other levels as necessary for management control using actual cost data from, or reconcilable with, the accounting system:
 - (a) Comparison of the amount of planned budget and the amount of budget earned for work accomplished. This comparison provides the schedule variance.
 - (b) If at any time during performance of the TO the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.
 - (9) EVM Intent Guideline 27: Develop revised estimates of cost at completion based on performance to date, commitment values for material, and estimates of future conditions. Compare this information with the performance measurement baseline to identify variances at completion important to company management and any applicable customer reporting requirements including statements of funding requirements.
 - (10) EVM Intent Guideline 28: Incorporate authorized changes in a timely manner, recording the effects in budgets and schedules. In the directed effort prior to negotiation of a change, base such revisions on the amount estimated and budgeted to the program organizations.
- (b) If at any time during performance of the task order, the self verification is determined to be defective, the Contractor shall correct the defect at no additional cost to the government.
 - (c) The Government requires integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 90 calendar days after (1) task order award, (2) the exercise of significant task order options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks
 - (d) The Contractor shall provide the Cost Performance Report in accordance with the requirements of the task order.
 - (e) The Contractor shall provide an Integrated Master Schedule as part of each EVMS report.
 - (f) The approved EVMS shall only be modified by written bilateral modification to the task order.

- (g) The Contractor agrees to provide access to all pertinent records and data requested by the TO Contracting Officer or duly authorized representative to validate and verify the accuracy and completeness of the EVMS data and ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph (a) of this clause.

[End of clause]

H.13 3052.216-72 PERFORMANCE EVALUATION PLAN (DEC 2003)

- (a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor 30 calendar days prior to the start of the first evaluation period.
- (b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.
- (c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

[End of Clause]

H.14 3052.216-73 DISTRIBUTION OF AWARD FEE (DEC 2003)

- (a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:
- To Be Determined
- (b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.
- (c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.
- (d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

[End of Clause]

H.15 3052.219-71 DHS MENTOR-PROTEGE PROGRAM (JUN 2006)

- (a) Large businesses are encouraged to participate in the DHS Mentor-Protege program for the purpose of providing developmental assistance to eligible small business protege entities to enhance their capabilities and increase their participation in DHS contracts.
- (b) The program consists of:
- (1) Mentor firms, which are large prime contractors capable of providing developmental assistance;
 - (2) Protege firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

- (3) Mentor-Protege agreements, approved by the DHS OSDBU.
- (c) Mentor participation in the program means providing business developmental assistance to aid Protege in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.
- (d) Large business prime contractors serving as mentors in the DHS Mentor-Protege program, are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive credit for costs it incurs to provide assistance to a protege firm. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protege developmental assistance costs shall be calculated on a dollar for dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. For example, a mentor/large business prime contractor would report a \$10,000 subcontract to the protege/small business subcontractor and \$5,000 of developmental assistance to the protege/small business subcontractor as \$15,000. The Mentor and Protege will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.
- (e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

[End of Clause]

H.16 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

[End of Clause]

H.17 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

[End of Clause]

H.18 INSURANCE UNDER COST REIMBURSABLE CONTRACTS (MAR 2003)

Pursuant to FAR 28.307-1, prior to purchasing insurance under a group insurance plan, the Contractor must submit the plan to the Contracting Officer for approval.

Any change in benefits provided under an approved plan that can be reasonably be expected to increase significantly the cost to the Government requires similar approval.

Any plan submitted must provide for the Government to share in any premium refunds or credits paid or otherwise provided to the contractor. In determining the Government's share in any refunds or credits, consideration shall be given to any special reserves or other refunds to which the contractor may be entitled in the future.

[End of Clause]

H.19 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

H.20 SECURITY PROCEDURES (MAY 2003)

A. Controls

The Contractor shall comply with the U.S. Bureau of Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

B. Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

C. Security Background Data

A Contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared. Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U. S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and the Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement as a condition to access of sensitive but unclassified information.

[End of Clause]

H.21 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protecting the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or its employees.

[End of Clause]

H.22 TRAVEL (MAR 2003)

Travel and per diem rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, the Federal Travel Regulations, and the Federal Acquisition Regulation (FAR) 31.205-46.

[End of Clause]

H.23 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 93-1.
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees **are not** employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. The applicable employee supervisor shall give all individual employee assignments and daily work direction.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company for which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, it should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs and Border Protection (CBP) under its responsibility for good order, administration and security are applicable to all personnel who enter CBP installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

H.24 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)

U.S. Customs and Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

H.25 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (MAR 2003)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs and Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The Contractor will ensure that its personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
 [Position or Professional Title]
 [Company Name]
 Supporting the XXX Division/Office...
 Bureau of Customs and Border Protection
 [Phone]
 [FAX]
 [Other contact information as desired]

[End of Clause]

H.26 MEETINGS/CONFERENCES

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract or task orders. All costs associated with attendance at pre-award meetings/conferences shall be incidental to the contract and not separately billed.

[End of Clause]

H.27 POST AWARD CONFERENCE

A post-award conference may be held within ten (10) business days after contract award. If held, the Contractor shall participate in this conference. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and to identify and resolve potential problems (see FAR Subpart 42.5).

[End of Clause]

H.28 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (DEVIATION)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause --

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Direct Subcontract Award" means a subcontract award that is identified with the performance of one or more specific Government contracts.

"Indirect Subcontract Award" means a subcontract award which, because of incurrence for common or joint purposes, is not identified with one or more specific Government contracts. Such subcontract awards are related to Government contract performance but remain for allocation after direct subcontract awards have been determined and identified to specific Government contracts.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The

subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of --
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
 - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database's (CCR's) Dynamic Small Business Search function, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR's Dynamic Small Business Search function, as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, Service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR's Dynamic Small Business Search function as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
 - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;

- (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontract Report, and/or the Summary Subcontract Report, in accordance with paragraph (j) of this clause, using the web-based Electronic Subcontracting Reporting System (eSRS, at <http://www.esrs.gov>). The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions in eSRS as supplemented by agency regulations.
 - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary subcontract Report using eSRS.
 - (v) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number and to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with its reports; and
 - (vi) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (d)(9) above, at every tier, provide the prime contract number, the order number, if applicable, and its own DUNS number to all of its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., CCR's Dynamic Small Business Search function), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
 - (A) Whether small business concerns were solicited and, if not, why not;

- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through --
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with --
- (1) The clause of this contract entitled "Utilization of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report as described below using the web-based eSRS (<http://www.esrs.gov>). Neither report is required from small businesses.

These reports collect subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone SB), Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business concerns under a subcontracting plan. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in these reports. Subcontract award data reported on these forms by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors:

- (1) Individual Subcontract Report. This report is not required for commercial subcontracting plans, except as noted below. The report is required for each contract containing a subcontracting plan and must be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer if no ACO is assigned, semi-annually during contract performance for the periods ended March 31 and September 30. A separate report is also required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the inception of the previous report. The authority to accept or reject the Individual Subcontract Report resides with:
 - (A) In the case of the prime contractor, it resides with the Government agency responsible for administering the prime contract; and
 - (B) In the case of a subcontractor with a subcontracting plan under the flow-down requirements in subparagraph (d)(9) above, it resides with the prime contractor or higher-tier subcontractor that awarded the subcontract.
- (2) Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted annually using eSRS for the twelve months ending September 30th, except for contracts covered by an approved commercial plan. If the reporting activity is covered by a commercial plan, the reporting activity must report annually using eSRS all subcontract awards under that plan. Reports for other than commercial plans are due 30 days after the close of each reporting period. Commercial plan reports are due 30 days after the end of the contractor's fiscal year for all Government contracts in effect during that period:

- (A) The report must be submitted on a corporate, company or subdivision (e.g. plant or division operating on a separate profit center basis), unless otherwise directed by the agency awarding the contract. If a prime contractor/subcontractor is performing work for more than one Federal agency, a separate report shall be submitted via eSRS to each agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$500,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan;
 - (B) The annual report submitted by organizations having an approved commercial plan shall include all subcontracting activity under commercial plans in effect during the year and shall be submitted in addition to the required reports for other-than-commercial plans, if any;
 - (C) The authority to accept or reject Summary Subcontract Reports in eSRS, including Summary Subcontract Reports submitted by subcontractors with subcontracting plans under the flow-down requirements in subparagraph (d)(9) above, resides with the Government agency awarding the prime contract; however, the authority to accept or reject Summary Subcontract Reports for commercial plans resides with the Contracting Officer who approved the commercial plan; and
 - (D) The contractor shall maintain a hard copy of the Summary Subcontract Report signed by its Chief Executive Officer on file for four (4) years from the ending date of the reporting period.
- (3) Contractors with approved commercial plans who wish to take advantage of eSRS' lower-tier reporting capability may voluntarily submit the semi-annual Individual Subcontract Report for one or more contracts covered by their commercial plan may require their other-than-small subcontractors to submit a semi-annual Individual Subcontract Report for the same contract(s). No Contracting Officer or other Government official shall require a contractor with an approved commercial plan to submit the semi-annual Individual Subcontract Report if the contractor does not wish to do so.
- (4) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, using eSRS, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. eSRS will prompt contractors to submit this report when they complete their year-end Summary Subcontract Report, but it will allow them to submit it at a later date if the data is not available when the year-end Summary Subcontract Report is submitted. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

[End of Clause]

H.29 SUBCONTRACTING APPROVAL

Due to the wide diversity of services and supplies contemplated under this contract, and the rapidly changing nature of technology, the Contractor is encouraged to continuously review the market place for companies that provide new and innovative products and services from which to team / subcontract.

The use of subcontractors will be individually evaluated and approved for each Task Order to determine if that subcontract is effective in terms of cost, schedule, and performance.

The Contractor is required to conduct Market Research to arrive at the most suitable approach to acquiring, distributing, and supporting supplies or services.

The Contractor shall employ competition for all subcontracts in accordance with FAR 52.244-5. The Contractor is required to submit a report that specifically describes the extent of competition utilized for each subcontract awarded not later than 30 days after subcontract award.

In accordance with FAR 52.244-2, Subcontracts, if the Contractor does not have an approved purchasing system the Contractor shall obtain written Contracting Officer consent prior to subcontracting.

[End of Clause]

H.30 ALLOWABLE COST RESTRICTIONS

Clause H.22 TRAVEL is subject to the cost restrictions specified below.

H.30.1 TDY TRAVEL

TDY Travel is defined as long distance travel to temporarily work for a short period of time (not on a regular or routine basis) authorized by the Contracting Officer's Technical Representative (COTR) in advance to various areas of the country for official contractually authorized business, including technical meetings, conferences, etc., under issued Task Orders. Commuter Travel is defined as regular or routine long distance travel (more frequently than once per quarter during the preceding year) by any employee, (key personnel or otherwise) to the same destination from an employee's legal residence in order to work on official contractually authorized business. An example of Commuter Travel is when an employee travels long distance from their legal residence on Monday and returns each weekend for an indefinite period. Commuter Travel is not an allowable expense under this contract and the Government will not reimburse the contractor for what, in the Government's sole judgment, is Commuter Travel.

H.30.2 CHANGING AIRLINE DEPARTURE TIMES

Change fees charged by airlines are an allowable expense when itinerary changes are required by the Government or schedule changes required for the performance of issued Task Orders. Change fees charged by airlines are not a reimbursable expense for personal convenience and the Government will not reimburse the contractor for what, in the Government's sole judgment, is a change in travel itinerary for personal convenience.

H.30. 4 LOCAL TRAVEL

Local travel (e.g. personal vehicle mileage, parking, tolls, bus or rail fares etc.) is defined as travel originating and ending at bona fide work locations, required for the performance of issued Task Orders. Local travel is an allowable cost and will be reimbursed at the current government specified rates and in accordance with the Federal Travel Regulations. An employee's residence is not a bona fide work location, regardless of whether an employee regularly "telecommutes." The Government will not reimburse the contractor for what, in the Government's sole judgment, is employee commuter travel, including, but not limited to, daily parking, valet charges, gasoline, personal vehicle mileage, etc.

H.31 USE OF CELLULAR PHONES AND TELECOMMUNICATION DEVICES

Any and all charges for the purchase, lease, use, connection, or provisioning of cellular telephones and other telecommunication devices, including but not limited to "Blackberry's", notebook or laptop computers, pagers, global positioning systems (GPS), are not an allowable expense under this contract and the Government will not reimburse the contractor for what, in the Government's sole judgment, is a telecommunication device. The Government reserves the right to provide Government Furnished Equipment (GFE) to the contractor or authorize the contractor's acquisition, leasing, use, and connection etc. of any type of equipment as necessary under issued Task Orders.

[End of Clause]

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

<http://farsite.hill.af.mil>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
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I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)--CONTINUED

The full text of the Homeland Security Acquisition Manual and Homeland Security Acquisition Regulations may be accessed electronically at the following address:

http://www.dhs.gov/dhspublic/interapp/editorial/editorial_0419.xml

[End of Clause]

52.202-1	JUL 2004	DEFINITIONS
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52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT Alternate I (OCT 1995)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
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52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
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52.211-5	AUG 2000	MATERIAL REQUIREMENTS
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52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION Alternate I (JAN 1997)
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52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION - DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
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52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
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52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
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52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
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52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
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52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
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52.246-23	FEB 1997	LIMITATION OF LIABILITY
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52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of By-Reference Clauses]

I.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

[End of Clause]

I.5 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award (DOA) through the third (3rd) anniversary of the DOA, plus any exercised options.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$5 Billion;
 - (2) Any order for a combination of items in excess of \$8 Billion; or
 - (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 2012.

[End of Clause]

I.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the contract period.

[End of Clause]

I.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days after funds for the option period become available; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years.

[End of Clause]

I.10 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed (provided with individual delivery/task orders).

[End of Clause]

I.11 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
 Division of Information
 1099 14th Street, N.W.
 Washington, DC 20570
 1-866-667-6572
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I.12 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0
_____	0	0

[End of Clause]

I.13 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

(To Be Determined)

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the contractor.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

[End of Clause]

I.14 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, _____ days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--
- (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I.15 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

- (a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall--
- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to: _____.

[End of Clause]

I.16 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) Alternate I (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

(c) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to: _____.

[End of Clause]

I.17 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
- "WARNING: Contains (or manufactured with, if applicable) _____ *, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I.18 TECHNICAL DATA CERTIFICATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS

The clause FAR 52.227-21, Technical Data Certification, Revision, and Withholding of Payment - Major Systems, applies to the following technical data:

(To Be Determined)

I.19 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (To Be Determined), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated (To Be Determined), upon which this contract is based.

[End of Clause]

I.20 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond (Provided with individual delivery/task orders). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (Provided with individual delivery/task orders), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

[End of Clause]

I.21 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

- (f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligation under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the

Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

- (j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

[End of Clause]

I.22 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

[End of Clause]

I.23 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) Alternate III (APR 1984)

(a) Definitions. As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

- (b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within one year.
- (2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.
 - (3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.
 - (4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.
 - (5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.
 - (6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.
 - (7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

- (8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.
- (9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in the contract. The Contractor shall also bear the responsibility for the supplies while in transit.
- (10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.
- (c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--
- (i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and
 - (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.
- (2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at (To Be Determined).
- (3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.
- (4) This clause shall not be construed as obligating the Government to increase the contract price.
- (5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--
- (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
 - (B) Correct defects as directed under paragraph (b)(4) of this clause; or
 - (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.
- (ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- (6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--
- (i) Obtain detailed recommendations for corrective action and either--
 - (A) Correct the supplies or services; or
 - (B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - (ii) Obtain applicable data and reports; and
 - (iii) Charge the Contractor for the costs incurred by the Government.

- (7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

[End of Clause]

I.24 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Clauses have been updated in accordance with the FAR and HSAR.

[End of Clause]

I.25 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Homeland Security Acquisition Regulations clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

I.26 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.
- (b) The nature of this conflict is (To be determined at time of award).
- (c) The restrictions upon future contracting are as follows:
- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
 - (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

I.27 3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance--Work on a Government Installation" [or Insurance--Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

[End of Clause]

I.28 3052.237-70 REMOVED QUALIFICATIONS OF CONTRACTOR EMPLOYEES (Deviation)**I.29 3052.237-71 REMOVED INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (Deviation)****I.30 3052.237-72 REMOVED CONTRACTOR PERSONNEL SCREENING FOR UNCLASSIFIED INFORMATION TECHNOLOGY ACCESS****I.31 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

[End of Clause]

I.32 3052.245-70 GOVERNMENT PROPERTY REPORTS (JUN 2006)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

[End of Clause]

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS**

Attachment No.	No. of Pages	Attachment Title
01	28	Concept of Operations Indefinite Delivery Indefinite Quantity (IDIQ) Statement of Work (SOW)
02	20	Contract Level Quality Assurance Surveillance Plan (QASP)
03	2	Government Work Breakdown Structure - Concept of Operations - 6,000 Miles Rough Order of Magnitude (ROM)

[END OF SECTION]

-- ATTACHMENT 01 --

**Department of Homeland Security (DHS)/
U.S. Customs and Border Protection (CBP)
Secure Border Initiative (SBI)net)**

**Concept of Operations Indefinite Delivery
Indefinite Quantity (IDIQ)
Statement of Work (SOW)**

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1 Vision of the Secure Border Initiative (SBI)net Program

The vision of SBI net is to provide an integrated defense-in-depth that will support the interdiction of illegal immigration and internal and external threats operating in or moving through the international borders with Canada and Mexico. SBI net will support a border security awareness capability that:

- Reduces the United States of America's (USA) vulnerability to terrorism and protects national interests while enhancing Customs and Border Protection's (CBP) border security and control missions.
- Supports CBP's strategic, operational, and tactical decision-makers.
- Provides CBP with the optimum mix of personnel, technology, infrastructure, and response platforms to detect, identify, classify, and respond to illegal breaches of the international borders with Canada and Mexico and thereby bring the situations to the appropriate law enforcement resolution.
- Provides the decision support information to support a common operational picture (COP) and an accurate assessment of the operational environment.
- Provides members of the border enforcement community with the information necessary to support homeland security strategies and plans for unity of effort.

2 Purpose

The purpose of this document is to serve as an omnibus statement of work under which task orders and delivery orders may be issued and cross-referenced.

When coupled with the work breakdown structure this document is a framework for defining the technical objectives of the Contractor's SBI net program. The statement of work (SOW) is the document that describes what products are to be delivered and what services are to be performed by the Contractor. This document is intended to define and describe the actual work to be performed at the Task Area level as opposed to definitive task statements. Definitive task statements will be defined separately in individual task orders issued under this contract.

3 Background

The Department of Homeland Security (DHS), Secure Border Initiative (SBI) is a comprehensive approach to immigration enforcement. The SBI focuses broadly on two major enforcement themes: controlling the border and immigration enforcement within the USA. Border control means gaining full control of the USA borders so illegal immigration as well as security breaches can be prevented. Enforcement inside the USA means locating and removing aliens who are present in the USA in violation of USA laws. This pillar is tied to the President's proposal for a temporary worker program, which will make broader and more aggressive enforcement practical.

In developing the SBI, DHS is taking an integrated systems approach to the problem. The entire immigration enforcement system requires review, beginning with the gathering of immigration-specific intelligence and the detection of illegal border crossings, followed by apprehension, processing, transportation, and detection of the alien, and ending with the alien's removal from the USA. Adding agents at the border is insufficient unless they can be given the technology they need and the USA detains and removes the aliens they catch. A systematic approach will deploy all of these tools in stages, allowing each stage to build on the success of earlier stages.

CBP, SBI net

The SBI net unified border control strategy encompasses both the northern and southern land borders including the Great Lakes, and the interdiction of cross-border violations between the ports and at the official ports of entry (POEs). This strategy will funnel traffic to the USA through POEs where DHS has a greater level of control. The border environment is extremely complex, encompassing rural, urban, and remote areas as well as extreme climate variations and terrain.

Therefore, SBInet as a border control tool must be flexible and capable of being implemented in a manner that best suits these needs and requirements. Control of the border requires that four key elements be met. These four elements are:

1. Detect an entry when it occurs;
2. Identify what the entry is;
3. Classify its level of threat (who the entrant is, what the entrant is doing, how many, etc.) (Note: this element must be met prior to the point of interdiction/encounter by law enforcement personnel.);
4. Respond effectively and efficiently to the entry, and bring the situation to the appropriate law enforcement resolution.

Note: The appropriate law enforcement resolution does not end with the apprehension / interdiction. It must include the ability to efficiently transport from the point of interdiction to processing, and the ability to access appropriate databases during processing to gather and share information about and relating to the person in custody or under investigation.

Border control is achieved in a given area when CBP is able to consistently meet all four of the above elements in that area.

Managing, securing, and controlling the border requires determining the optimum mix of personnel, technology, infrastructure, and response platforms to achieve maximum tactical and strategic advantage in each unique border environment. Risk-based deployment and implementation of the solution; along with a new regime of complementary policies, processes and/or enhanced processes, regulations, and legislation; will further enhance tactical advantage.

CBP recognizes that existing capabilities to secure the border are limited in the current threat environment. The capabilities and capacity do not incorporate the optimal mix of personnel, processes, technologies, infrastructure, and response platforms to support the desired operational environment. Finally, the required capabilities have not been integrated into a "system-of-systems," and do not provide a clear COP.

The CBP SBInet component of SBI applies that comprehensive approach to securing the land borders at and between the POEs. The initial focus of SBInet will be between the POEs. Further, there is a requirement to build a COP of the border environment, within a command center environment, which will provide commonality within DHS components, and interoperability with stakeholders who are external to DHS. SBInet is the most comprehensive effort in the nation's history to gain control of the nearly 6,000 miles of international land border.

SBInet requires a comprehensive and aggressive strategy that will deploy the optimum mix of personnel, processes, technology, and infrastructure in a manner that will significantly reduce the probability of illegal entries and successful cross-border violations into the USA and maintain control of the border.

4 Scope of Work

The scope of this indefinite delivery, indefinite quantity (IDIQ) contract is the full range of services, products, and management required to accomplish the SBInet program objectives. This includes solutions based on the optimum mix of personnel, processes, infrastructure, technology, and response platforms that address all components of border security, and deploying the solutions to move from the current border strategy to one where the defined border areas are effectively secured. Advances in technology and other components of the solution must be accommodated to support continuous improvement in achieving SBInet program objectives.

The IDIQ contract will be for a three-year base period with three one-year options. The geographic coverage includes the northern and southern land borders of the USA, including the Great Lakes. The geographic coverage may be expanded to other USA border areas beyond those defined above.

The SBInet IDIQ contract will allow for performance-based task and delivery orders. Orders may be fixed price and cost type, as appropriate to the requirement. Applicable contract clauses and

provisions will be incorporated by reference into individual orders. Incentive provisions will be an important aspect of orders to ensure alignment of Government and Contractor goals and objectives. CBP expects that order incentive provisions will include plans to control performance, cost, and schedule through monetary and non-monetary incentives and disincentives. CBP will develop a collaborative partnership between CBP, the Contractor, other stakeholders, and government Contractors. The SBInet Contractor's solution shall align with the goals and objectives of DHS and CBP. Within the context of the CBP/Contractor partnership, CBP does not use the term "partner" and "partnership" in the legal sense. Instead the CBP/Contractor partnership will reflect an open, collaborative, and customer-oriented relationship in which the Contractor and CBP will work together to achieve the program objectives and attain border control.

5 SBInet Program Objectives

To support the objectives of the SBInet Program, the Contractor will:

1. Develop a highly reliable, available, maintainable, and cost effective solution(s) to manage, control, and secure the border using the optimal mix of proven current and next-generation technology, infrastructure, personnel, response capabilities, and processes that will:
 - a. Detect an entry when it occurs;
 - b. Identify what the entry is;
 - c. Classify its level of threat (who it is, what the entrant is doing, how many, etc.) (Note: this element must be met prior to the point of interdiction/encounter by law enforcement personnel);
 - d. Respond effectively and efficiently to the entry and bring the situation to the appropriate law enforcement resolution.
2. Develop a near-real-time COP of the border environment, which provides commonality within DHS components and interoperability with other federal, state, local, and tribal partners outside of DHS. The COP must provide a mechanism that communicates comprehensive situational awareness, including information incorporating intelligence-driven operations capabilities at all operational levels and locations.
3. Throughout the term of the contract demonstrate continuous improvement in performance and reliability, and reduction in total operating cost.
4. Align its interests, motivation, and behaviors and that of its team members and subcontractors with those of the Government.
5. Maintain the highest level of service consistent with cost effectiveness. Provide and document audit and oversight activities that facilitate external reviews and assessments to prove that DHS is receiving superior supplies and services at fair and reasonable prices.
6. Establish a flexible, transparent, and responsive performance management information system that provides insightful, accurate, and timely information on both program status as well as performance reporting against mission measures and metrics.
7. Develop a solution that supports DHS compliance with Government standards and identified constraints.
8. Promote productive relationships with small business subcontractors and team members under the small business program as detailed in FAR Part 19 and in accordance with CBP goals and objectives.

6 Technical and Management Requirements

The technical and management activities supported under this contract include the Task Areas described below. The Contractor shall perform all activities in the following Task Areas through orders issued against this contract. The Contractor shall ensure that the work defined in these activities is integrated at the program level. Paragraph reference numbers in parentheses have been included to provide traceability to the Contractor's original proposal WBS.

6.1 Mission Engineering Task Area

The Mission Engineering task area includes the Modeling and Simulation activities supporting Systems analysis and Architecture definition, refining the SBInet Concept of Operations, Trade Studies and analytical activities, Operations and Maintenance Planning, and the Program Coordination and Administration activities associated with the planning, preparation, collection and analysis of operational metrics.

6.1.1 Systems Analysis and Architecture (1.1.9.2)

6.1.1.1 Modeling and Simulation (1.1.9.2.1, 1.2.2.4)

This task is to develop and validate models necessary to design and effectively predict border security system-of-systems architectures and concepts of operations. The intent is not to develop new models or simulations. The intent is to create models using combinations of existing modeling and simulation tools to find the appropriate model variable and constant input values, develop input scripts, and perform analysis on the output scripts. It includes reviewing and updating the needs statement for each model. Included in this task are the following:

Border Threat Migration Model. Develop and validate the Border Threat Migration Model using the SEAS and Rampart modeling tools to meet Task Order requirements. Run simulations and models to accomplish the Task Orders. Develop and present Pre- and Post-Run briefings, provide reports, and attend meetings to support the SBInet Architecture.

Sensor Placement Optimization Model. Develop and validate the Sensor Placement Optimization Model using the SEAS, Rampart, and OPNET modeling tools to meet Task Order requirements. Run simulations and models to accomplish the Task Orders. Develop and present Pre- and Post-Run briefings, provide reports, and attend meetings to support the SBInet Architecture.

Business Process Model. Develop and validate the Business Process Model using BAM and EXTEND modeling tools to, meet Task Order requirements. Run simulations and models to accomplish the Task Orders. Develop and Present Briefings both Pre- and Post-Runs, provide reports, and attend meetings to support the SBInet Architecture.

Cost Comparison Model. Develop and validate the Cost Comparison Model using the BACEM modeling tool to meet Task Order requirements. Run simulations and models to accomplish the Task Orders. Develop and present Pre- and Post-Run briefings, provide reports, and attend meetings to support the SBInet Architecture.

Force level models will also be used to manage the border environment. This includes the SEAS and Rampart modeling tools to determine asset locations and effectiveness. The models will be used to determine optimal sensor locations and pre-position BP assets. In addition, business process models will be used to simulate the time it takes to process and deport an alien. These flow models will be critical in sizing parameters within the fielded system. The CAIV models, using BACEM to determine the most cost-effective system to be fielded, shall also be incorporated. All of these models can be linked together either manually or automatically to iterate to the best fielded system possible.

6.1.1.2 Concept of Operations (1.1.9.2.2)

With the support of the CBP program office, document the SBInet concept of operations following the process defined in the System Engineering Master Plan. This will include system trade studies and system simulation results to date, the integration of SBInet organizations and systems, and integration with external agencies and systems.

6.1.1.3 Trade Studies (1.1.9.2.3)

Conduct trades studies to establish the SBInet architecture's (1) detail design, (2) component selection, and (3) system deployment. Trade studies shall adhere to a standard process. This process includes (1) establishing criteria, (2) defining alternatives, and (3) analyzing alternatives relative to criteria and selection. This process also uses simulation models, analyzes all pertinent requirements, and determines system measure of effectiveness.

6.1.2 Operations & Maintenance Planning (1.1.9.4)

Operations Planning develops and implements the Integrated Maintenance and Support Plan. Operations Planning also ensures the proper data accumulation and preparation for LCCM team CDRs. The plan integrates the LCCM and Asset Management function reports.

6.1.3 Program Operational Metrics (1.1.1.2)

Program Administration and Coordination personnel accumulate, analyze, and disseminate program operational metrics. Program operational metrics are defined in the Quality Assurance Surveillance Plan (QASP).

6.2 Technology Development Task Area

Partnering with CBP, the Contractor shall establish a joint Integrated Deployment Team to refine the deployment approach. The team, organized by Sector, will consist of CBP sector experts and be jointly coordinated from Washington, D.C. The first sector deployed will be the path finder for each subsequent sector, depending on that sector's specific needs. The Contractor shall continually measure capability effectiveness and, together with CBP, shall identify future technological enhancements. This will feed an ongoing Capability Roadmap that identifies improvements necessary to enhance performance.

New technologies shall be assessed and proven in two ways: (1) operationally through pilots in CBP Sectors, and (2) through the Integration Center (IC). The IC shall (1) assess and qualify new technology and processes; (2) test, assess, certify, and deploy low-risk, common, reliable, modular, architecture components across the networked SBInet system; and (3) integrate with the CBP COP.

6.3 Prime Mission Product Task Area

The Contractor shall provide the Department of Homeland Security (DHS) and U.S. Customs and Border Protection (CBP) a comprehensive solution to the challenge of detecting, apprehending, and processing people who cross our borders illegally and/or smuggle personnel and contraband between the Ports-of-Entry or through the Ports-of-Entry. The solution will not only meet the U.S. Border Patrol's two primary border control goals (i.e. detecting illegal crossings of our borders and effectively responding to those detected), but will also seamlessly integrate with the overall Secure Border Initiative, including other efforts to reduce illegal immigration, such as the detention and removal function carried out by the Bureau of Immigration and Customs Enforcement (ICE).

This solution includes a toolbox of technologies for unique border environments. Components are common across border environments for efficient deployment, training, maintenance, and integration with other government systems.

The Prime Mission Product described herein includes four segments per the Government Work Breakdown Structure (GWBS): (1) field agent systems, (2) surveillance and detection systems, (3) command, control, and communications systems, and (4) mobile response platforms.

For this section the specific hardware items and quantities are identified in the SBInet Bill-of-Materials.

6.3.1 Field Agent Systems

Field Agent systems include communication and COP-related components that are deployed in the field with the agent or in the agent vehicle. Definition of specific items proposed as Field Agent Systems (delineated below) is included in the SBInet Equipment and Services Bill-of-Materials (BOM).

- Satellite Phones (1.2.6.3).
- C2 Hardware (Laptop, Tablet, PDA, Radios) (1.2.3.1).

6.3.2 Surveillance and Detection Systems

6.3.2.1 Fixed Surveillance and Detection Systems

The Contractor shall provide a toolbox of proven technologies for improved surveillance,



6.3.2.2 Airborne Sensors

The Contractor shall provide new communications for existing aircraft sensors and cameras to integrate with the COP.

6.3.2.3 Marine Sensor Systems (1.2.4.2)

Marine radars shall be deployed for surveillance and detection of incursions across water borders (i.e. lakes, rivers).

6.3.2.4 Sensor Processing

The Sensor Signal Processing functions of acquiring, processing, and correlating sensor data are included in the SOW paragraphs for the Common Operating Picture (COP) 6.3.3.1.

6.3.2.5 Inspection Systems

6.3.3 Command Control and Communications Systems

6.3.3.1 Common Operating Picture

The Contractor shall provide a multi-level, real-time, Common Operating Picture (COP) of the environment, assets, and actions occurring at the northern and southern U.S. border regions and ports of entry. The COP solution shall provide mutually agreed upon levels of situational awareness and visibility to CBP and DHS. The situational awareness and visibility shall be in accordance with security guidance assigned to SBInet. This solution will increase the operational efficiency and effectiveness of currently deployed CBP assets and personnel, as well as provide a framework for long term growth, technical insertion of new monitoring capabilities and integration of personnel assets in to a functional and scaleable command and control system.

The COP is a geospatially-aware framework that visually represents sensor inputs, vector and raster-based map data, deployed assets/resources, known targets of interest and allows for the control of these dissimilar entities throughout the area operation.

6.3.3.1.1 C2 Software (1.2.3.2)

C2 Software development includes acquiring the basic Intergraph I/CAD software suite and developing the necessary sensor and communications interface and display provisions required to tailor the Intergraph I/CAD system or other COTS, GOTS, or custom-developed software and systems. This provides a multi-level, real-time, common operating picture of the environment, assets, and actions occurring within the northern and southern U.S. border regions and at the Ports of Entry (POE).

6.3.3.1.2 C2 Integration (1.2.3.3)

C2 integration includes the definition and implementation of the COP within the SBInet system-of-systems. Interface protocols and provisions to external databases and open-source intelligence systems shall be defined and the COP deployment increments will be integrated into a cohesive national system.

6.3.3.2 Case Processing Systems

The SBInet information infrastructure shall support secure data communication and database interoperability necessary for the implementation of case processing provisions to improve generation, filing, and sharing of illegal immigrant case-related information within and among CBP, DRO, and other law enforcement agencies.

6.3.3.3 Intelligence Systems and Applications

The Contractor shall use open-source intelligence to anticipate smuggling and illegal crossing trends based on geo-political and other developments in Canada, Mexico, and Central and South America, and based on tactical intelligence from border towns. A commercial service (IJET), already being provided to CBP, will be leveraged to provide expanded predictive capabilities related to illegal immigration and narcotics smuggling, tunneling, or other activities on the other side of the southern and northern borders that would be of interest to CBP.

6.3.3.4 Wireless Communications

The Contractor shall ensure BP Agents have reliable voice communications at all times, in all locations. Provisions shall be provided to physically locate a BP Agent by means of his vehicle anywhere within the sector. In addition to the coverage footprint, voice communications shall have available channels/bandwidth at all times. BP Agents and CBP Officers shall be provided with reliable, interoperable voice communications with each other, with local law enforcement, and with BP agents in other sectors and CBP officers. To accomplish this, the Contractor shall design and deploy communications infrastructure that will:

- Increase coverage, reliability, and interoperability of voice communications.
- Simplify and consolidate agent communication devices.
- Support multiple data/media types.
- Integrate with IWN in the future.

Definition of specific items proposed under Wireless Communications is included in the SBInet Equipment and Services Bill-of-Materials (BOM).

- Fixed Terrestrial (1.2.6.1).
- Mobile and Wireless (1.2.6.2).
- Satellite (1.2.6.3).

6.3.3.5 Information Technology (IT) Infrastructure

Information Infrastructure includes hardware (i.e., servers, routers, gateways, storage devices, switches, commercially leased communication lines) and system software (i.e., database management, operating system, and network management) that provide an environment for operating and maintaining software applications. The Contractor's Information Infrastructure shall comply with the goals of the DHS enterprise architecture and align with the continuing IT initiatives of CBP and DHS (i.e. U.S.- VISIT, ENFORCE/IDENT, IWN and EAGLE). The elements of Information Infrastructure are standards-based, open-architecture, COTS products that provide the backbone for information dissemination and collaboration. Definition of specific items (delineated below) proposed as IT Infrastructure is included in the SBInet Equipment and Services Bill-of-Materials (BOM). The Contractor shall design, develop, implement, operate and monitor, and provide user support for all IT components.

- C2 Hardware (Servers, Workstations, Displays) (1.2.3.1).
- Hardware (1.2.5.1).
- Software (1.2.5.2).
- Databases (1.2.5.3).

6.3.4 Mobile Response Platforms

The Contractor-proposed Mobile Response platforms include sensor and communications upgrades for manned aircraft (included under Surveillance and Detection 6.3.2 and Wireless Communications 6.3.3.2, respectively), Unmanned Surveillance Aircraft, Manned Aircraft, Water Vehicles, and Rapid Response Transport Vehicles. Definition of specific items (delineated below) proposed as Mobile Response Platforms is included in the SBInet Equipment and Services Bill-of-Materials (BOM).

- Manned Aircraft.
- Unmanned Aircraft (1.2.8.1).
- Water Vehicles (1.2.8.2).
- Response Ground Vehicles.
Land Vehicles (1.2.8.3).
Detainee transportation (1.2.7.5).

6.4 Facilities and Infrastructure Task Area

The Contractor shall determine requirements for, plan for, architect and engineer, design, construct, test, and maintain such facilities and infrastructure required for control of the borders. Such infrastructure shall include tactical infrastructure (fences, roads, lighting, and barriers), power and data infrastructure, and equipment supporting Checkpoints, POEs, Sector HQ, and Border Patrol Stations. The Contractor shall plan and execute land-use regulatory activities associated with deployed systems and facilities.

6.4.1 Tactical Infrastructure

Tactical Infrastructure includes passive vehicle barriers, support structures, power and data infrastructure, roads, lighting, and the installation of roads and fences. Definition of specific items (delineated below) proposed as Tactical Infrastructure is included in the SBInet Equipment and Services Bill-of-Materials (BOM).

- Fixed Passive Barriers (1.2.7.1.1.1).
- Fixed Support Structures (1.2.7.2.1).
- Power Infrastructure (1.2.7.3.1).
- Data Infrastructure (1.2.7.3.2).
- Roads (1.2.7.3.3).
- Lighting (1.2.7.3.4).
- Installation (Roads and Fences) (1.2.9.1).

6.4.2 Facilities

6.4.2.1 SBInet Facilities

Facilities include equipment designated to support Checkpoints, Forward Operating Base locations, POEs, Border Patrol Stations, and Headquarters facilities. Also included in this SOW paragraph is the planning and execution of land-use regulatory activities. Definition of specific items (delineated below) proposed as facilities-related equipment is included in the SBInet Equipment and Services Bill-of-Materials (BOM).

- Checkpoints (1.2.7.4.1).
- Detention (1.2.7.4.2).
- POEs (1.2.7.4.3).
- Sector HQ (1.2.7.4.4).
- Border Patrol Station (1.2.7.4.5).
- Forward Operating Bases.

6.4.2.1.1 Land-Use Regulatory Activities (1.1.6, 1.2.1.9)

The Contractor shall coordinate with local, state, and federal agencies to obtain land use permits, certificates, and clearances including:

- Land Acquisition and Use.

- State and Local Historic Preservation Issues.
- US Fish and Wildlife Service.

The Contractor will plan and manage public outreach meetings and hearings as dictated by statutory and regulatory requirements. The Contractor will also provide a liaison function between program management, systems engineering, construction, and external agencies relative to land use regulatory matters for all authorized Task Orders.

For each Task Order, the Contractor shall (1) obtain land use permits, certificates, and clearances with local, state, and federal agencies; and (2) execute public outreach meetings and hearings as dictated by statutory and regulatory requirements. Potential cooperating agencies (federal) may include the Bureau of Indian Affairs (BIA), Forest Service (FS), Bureau of Land Management (BLM), National Parks Service (NPS), Bureau of Reclamation (BOR), and the Army Corps of Engineers (COE).

6.4.3 Environmental (1.1.6, 1.2.1.9)

The Contractor shall plan and execute the necessary environmental regulatory activities associated with deployed systems and facilities.

The Contractor shall (1) coordinate with local, state, and federal agencies to obtain National Environmental Policy Act permits, certificates, and clearances; (2) plan and manage public outreach meetings and hearings as dictated by statutory and regulatory requirements; and (3) provide a liaison function between program management, systems engineering, construction, and external agencies relative to environmental regulatory matters for all authorized Task Orders.

For each Task Order, the Contractor shall (1) execute the effort to obtain National Environmental Policy Act permits, certificates, and clearances with local, state, and federal agencies; and (2) execute public outreach meetings and hearings as dictated by statutory and regulatory requirements.

6.5 Systems Engineering Task Area

The systems engineering functions shall include the following: (1) architectural definition, (2) life cycle cost and affordability, (3) configuration and data management, (4) requirements management, (5) product design, (6) risk management, (7) quality and mission assurance, (8) specialty engineering, and (9) product/process improvement. The Contractor shall (1) perform and document architecture design and synthesis, including integration with the CBP and DHS Enterprise Architecture; (2) perform and document all necessary design reviews and all required analysis of technical solution alternatives; and (3) develop, collect, publish, and analyze Technical Performance Measures (TPM) during the course of development, production, deployment, and operation.

6.5.1 Engineering Management (1.2.2.1)

The Systems Engineering Management tasks for each task order include the following:

- Management of the resources assigned to the SBI program to implement the Task Order including:
 - Cost Account Management (budget definition, tracking, and reporting), Work Break-down Structure (WBS) definition, Schedule performance (identification of the tasks being performed by each of the functions, scheduling those tasks and monitoring performance to schedule).
 - Requirements Adherence: Ensuring that all functions being performed and products being delivered are in accordance with the contractual requirements and meet the intent of the Statement of Work.
- Customer Relationship Management.
 - Receive feedback from and respond to Award Fee feedback from the customer.
 - Providing additional customer support as requested/required.
 - Response to customer-generated corrective actions.
- Providing inputs and support to all program reviews.

Design reviews.
Management reviews.
Customer reviews.

6.5.2 Architecture (1.2.2.3)

This task is to develop the architecture that will be robust enough to handle changing conditions such as (1) shifting illegal entry patterns, (2) equipment developments, (3) equipment failures, and (4) weather and federal budget changes. The purpose of this system is to assist the Border Patrol Agents in more effectively performing their job.

6.5.3 Life-Cycle Cost/Affordability (1.1.9.1.1)

The Contractor shall implement the Affordability/CAIV process as a part of the SBInet program. The Contractor shall prepare Affordability trade study reports and LCC reports and analysis, support competitive assessment, prepare proposals, and develop models. The Contractor shall provide a traceable, credible, and defensible LCC estimate.

6.5.4 Configuration and Data Management (1.1.9.1.2, 1.2.1.3)

Configuration/Change Management. Develop a Configuration Management Plan, maintain documentation under configuration control, identify configuration items, establish the configuration baseline, provide delivery support, provide administrative support to FAT/SAT, provide change management for class I and II changes, and provide technical compliance support.

Data Management/Engineering Release. Implement Data Management processes, act as single-point Data Management Focal with Customer, prepare and maintain schedule reports, perform document control, prepare data transmittal forms, monitor contract data deliveries, perform engineering release functions, and perform contract closeout and certification.

Software Configuration Management. Develop a Software Configuration Management Plan (SCMP), implement the software change request (SCR) tracking system to be available for tracking problems and other changes in the software products and processes, identify software products to be controlled and the level of control for these products, control the identified software products according to the SCMP, maintain the software development library (SDL), support FAT and SAT, CSCI qualification, coordinate production and shipment of software and documentation, and attend meetings.

6.5.5 Requirements Management (1.1.9.1.3)

This task includes development of a top specification and lower tier specification requirements and verification statements. The specifications and the Verification Logic Network (VLN) shall be maintained in a DOORS requirements database. This database will indicate requirements allocations and traceability to/between different task orders and product end items. The VLN traces the verification requirements to the verification activities down to the verification completion notices that "close out" the verification.

6.5.6 Requirements, Interfaces, and Verification (1.2.2.2)

This task tailors the requirements for the solution, to define Task Order particular interface requirements and prepare and complete verification of requirements. Integration and Verification planning, documented in verification plans and activities as well as verification completion notices, will be recorded in DOORS.

6.5.7 Product Design (1.2.2.5)

This task includes the Task Order layout to the block level arrangement of components, integration of the results of the requirements analysis, trade studies, and customer meetings to develop a top-level design that best satisfies all system-of-systems needs. This includes quarterly reviews and briefings through Technical Interchange Meetings (TIM) and partner meetings to address design oversight. This also allows for interactive feedback.

6.5.8 Software Management (1.1.9.1.4, 1.2.2.8)

Software Management shall establish policy and guidelines to ensure software is developed in accordance with CMMI Level 3 or higher. Software Management shall monitor the development and testing of software in accordance with metrics established in the QASP.

Software Management shall define a plan for software validation, certification, and accreditation. This plan will satisfy the CBP requirement to obtain approval of all software deployed in the SBInet infrastructure and DHS Certification and Accreditation (C&A) process as described in National Institute of Standards and Technology (NIST) Special Publication 800-37. Software interfacing shall merge additional disparate items between CBP and the Contractor.

The Software Management effort for each Task Order will be defined and estimated separately under this SOW. The effort under this SOW includes the validation, certification, and accreditation of software developed under the Task Order scope of work.

6.5.9 Risk Management (1.1.4, 1.2.1.7)

The Contractor shall act as Risk Manager (RM) for the SBInet Program Management Task Order and conduct all Risk Management Team (RMT) meetings. The Contractor shall support the SBInet program manager and the Risk Management Board (RMB) by reporting and creating visibility of risk at program reviews and control boards, and in disseminating risk across the program to incorporate into program activity. The Contractor shall coordinate and lead all risk activity for the Program Management Task Order, which includes the following:

- Implement the Contractor risk management process across the program: be the program focal point for identification, analysis, handling, tracking, and communicating of risk.
- Lead all program risk mitigation activities: ensure that risk mitigation activities are incorporated into program budget and IMS.
- Be the focal point for use of the Risk Management tool.
- Develop and report risk metrics to assist the program in assessing the effectiveness of the risk management process on the program and assess risk resolution on the program.
- Perform Issues and Opportunities Management process using the Risk Management Tool to support program management in executing the program.

The Contractor shall develop and maintain Risk Tracking Documents. These documents consist of a Risk List, a Risk Mitigation Summary, and a Risk Burndown Summary, with monthly delivery of these Risk Tracking Documents to CBP.

Specific Quality and Mission Assurance tasks, activities, and deliverables include the following:

- Quality Engineer (QE).
 - Draft QA Plan/Policy.
 - Participate in developing and reviewing procedures for handling, inspection, and disposition of Customer-Furnished Equipment (CFE).
 - Support development and procurement activities.
 - Review supplier system and process control/support IPT infrastructure.
- Software Assurance Engineer (SWA).
 - Evaluate customer requirements.
 - Perform RFP evaluation.
 - Participate in source selection activities.
 - Assess Capability Maturity Model/Capability Maturity Model.
 - Support CMMI Level 3 certification process.
- Product Quality Assurance Representative (QA).
 - Pre-contract customer proposal support.
 - Review requirements and determine manufacturing/inspection capability.
 - Review manufacturing plan, develop QA, integrate and test plan, support test data analysis, and obtain customer input.
- Procurement Quality Assurance Representatives (PQA).

- Provide quality requirements for Purchase Contracts.
 - Receive and Disposition (accept or reject) of product or services. Conduct quality assurance product acceptance activities at supplier's facilities.
- Quality System Integrity Representative (QSI).
 - Internal Quality Audit.
 - Process Records.
 - Task Nonconformance data collection and metrics.
- Safety, Health and Environmental Affairs Representative (SHEA).
 - Safety, Health and Environmental Affairs Representative Oversight activities.

The following are the tasks that Quality and Mission Assurance shall provide to support each Task Order:

- Provide support for:
 - Hardware maintenance.
 - Spares inventory.
 - Configuration and data management.
 - Requirements interfaces and verifications.
- Provide support for Integration Acceptance Testing of the following:
 - Mobile Sensor towers.
 - Upgrades for existing towers.
 - Unattended ground sensors.
 - Upgrade UAV.
 - Agent vehicles.
 - Existing agent vehicles.
 - DRO and mobile command
 - Upgrades for Station.
 - Upgrades for Sector.
- Provide SHEA assistance/guidance to NEPA requirements.
- Provide support for maintenance of system security certification and accreditation.

6.5.10 Specialty Engineering (1.2.2.6)

Specialty engineering is all the engineering disciplines that require specialized knowledge or insight in determining the solution to complex problems. This includes areas such as Reliability, Availability, Maintainability and Test (RAM&T), Environmental, Parts Materials and Processes (PM&P), Frequency Management, and System Security. These specialties are matrixed across the elements of the design, Systems engineering, sensors communications, architecture, and modeling and simulations.

6.5.11 Product/Process Improvement (1.1.9.1.5)

This task provides quality training, monitors metrics to ensure quality of engineering products, ensures the Contractor best practices are executed across the company and with subcontractor teams, and develops and archives lessons learned.

6.6 Test and Evaluation Task Area (1.1.9.3)

The Contractor shall conduct an independent test and evaluation program through the use of prototype, production, or specifically fabricated hardware/software to obtain or validate engineering data on the performance of the SBInet solution. Test and evaluation activities shall include conducting detailed planning, testing, support, data reduction and report preparation. The Contractor shall design and produce all models, specimens, fixtures, and instrumentation required to support the system-level test program. The Contractor shall support an independent operational test and evaluation program conducted by the government to assess SBInet's operational effectiveness and suitability, security, and logistics (i.e. compatibility, interoperability, reliability, maintainability, logistic requirements.), cost of ownership, and modification requirements. The Contractor will prepare test and evaluation result reports.

6.6.1 ITV Planning (1.1.9.3.1)

The Contractor shall develop the overall concept for Integration, Test, and Verification. The Contractor shall develop Master Integrated Test Plans and Test Procedures. These plans shall provide the basic ground rules and protocols for the recurring Test and Verification activities to be performed under the separately funded task orders.

6.6.2 Integration Lab (1.1.9.3.2)

Two primary Integration Labs are planned for SBInet. One is a software integration facility located in Huntsville and the second is the Joint Contractor/CBP Integration Center located in El Paso, Texas. An additional Contractor integration and test facility is located at the Kollsman facility in Merrimack, NH, which will be used for testing of SBInet systems in representative northern border environments. A sustaining level of effort shall maintain the lab infrastructure for the integration and software development activities.

6.6.3 Test and Evaluation (1.2.2.7)

The Contractor shall develop and perform the system test strategy. Full interoperability testing verifies the ability of the system to operate cooperatively with selected systems from the internal interfaces to national SBInet systems. This testing is designed to verify interfaces and information exchanges within the SBInet systems. As the specific test objectives are defined, entrance and exit criteria are developed to demonstrate platform/system readiness.

6.6.4 Integration (1.2.2.9)

The Contractor shall execute the following for the Task Order:

- Integration of HW-SW Mobile Elements: Integrate mobile component hardware and software to assure functionality and performance.
- Integration of HW-SW Fixed Elements: Integrate fixed sensing and communication relay component hardware and software to assure functionality and performance.
- Integration of HW-SW Balance of Implementation: Integrate Sector and station component hardware to software to assure functionality and performance.

6.6.5 System Acceptance Testing (SAT) (1.2.9.2)

System Acceptance Testing shall be performed to ensure deployed SBInet systems are thoroughly validated prior to proceeding with full-scale implementation. System Acceptance testing shall establish that the system performs as expected in an environment that represents the intended deployment environment. Supporting documentation and reference materials shall be updated, in support of System Acceptance Testing, to ensure consistency with the final delivered system.

6.7 Training Task Area (1.3.1)

CBP and support personnel training shall ensure efficient and effective use of staff and technology. The Contractor shall provide a modular train-the-trainer solution for operations. Operation training shall take place in the field and include system functionality as well as exercises unique to each sector. The Contractor approach includes a combination of instructor-led training, train-the-trainer, in-field training and exercises, Computer-Based Training (CBT), and hands-on learning. The proposed Integration Center housing the modeling and simulation and technology insertion activities also will play a role in the integrated training approach.

6.8 Integrated Logistics Support Task Area

Integrated Logistics Support includes all activities and processes necessary to support and maintain the SBInet Border control solution through the end of the solution's service life. Integrated Logistics services include (1) maintenance management and system support analysis, (2) call center operations, (3) asset management, (4) critical property and spare parts storage, (5) management and inventory records, (6) field services, (7) maintenance and overhaul, and (8) training. The Contractor shall submit an Integrated Logistics Support plan 45 days after ATP to define the logistics and maintenance infrastructure necessary to keep the capability reliably deployed in the field.

6.8.1 Asset Management (1.2.1.4)

For each authorized Task Order, the Contractor shall execute the asset management functions required for government asset identification, control and traceability, formal accountability records, and disposition of CBP assets. In addition, asset management shall perform all financial reporting documents and perform risk/liability management on behalf of the Contractor for CBP assets in custodial care.

6.8.2 Hardware Maintenance (1.3.2)

The Operation support team shall develop and implement LCCM team execution planning and support Field Service operations.

6.8.3 Software Maintenance (1.3.4)

The software maintenance process begins after formal delivery. Maintenance activities include identifying and analyzing problems including administering a Problem Report and/or Change Request system as well as the actual changes to the software itself. The software maintenance process does not include planned functional block upgrades.

6.8.4 Spares and Inventory (1.3.3)

The Contractor Inventory Asset Management Team is comprised of product support inventory managers and Government property specialists. The combination of these two skill-sets provides inventory/spares analysis and control and SBInet supply-chain accountability.

6.9 Deployment and Installation Task Area (1.2.9.1)

The Contractor shall provide the materials and services for installation of prime mission and support equipment (including facilities) for the complete SBInet solution. This includes deployment, on-site integration, and checkout or shakedown to ensure operational status. The Contractor shall prepare necessary deployment and installation engineering plans, checkout procedures, and schedules. The Contractor shall perform required site preparation, deployment package integration, and installation.

6.10 Operations Support Task Area

The Contractor shall provide the operational support required for the SBInet solution, exclusive of integrated logistics support. This support will include operating the Network Operations Center and Security Operations Center, manning the Customer Support (Help Desk), and IT Systems Support as required by CBP.

6.10.1 Operations Support (1.3.6)

The Contractor shall provide a Network Operations Center (NOC) and Security Operations Center (SOC) as a subelement of the existing CBP Network. The NOC will provide standard network management services for the infrastructure as described in the ISO FCAPS framework. The SOC will provide security services required to ensure monitoring and security compliance with CBP security policies, including managing firewalls and intrusion-detection systems. Both the SBInet NOC and SOC will operate within the CBP network domain as either an integrated segment of the overall network or as a separately managed subnetwork within the CBP domain. Both will be collocated with CBP network and security management activities.

6.10.2 Customer Support (Help Desk) (1.3.5)

A Customer Support Help Desk shall be established and staffed to resolve user issues and to ensure availability and responsiveness of all information technology applications and IT infrastructure components.

6.10.3 Information Technology (IT) Systems Support (1.3.7)

IT Systems support shall manage firewalls and intrusion-detection systems. IT Systems Support will provide installation and maintenance for fielded systems and will create, maintain, and remove user accounts, user login controls, and perform password maintenance.

6.11 Program Management Task Area

The Contractor Program Management plans, organizes, coordinates, authorizes, and controls the overall program to meet technical, quality, cost, and schedule requirements. Program Management services are applied over the entire SBLnet program life and include all activities and processes from contract award through the period of performance.

6.11.1 Program Management Office (1.1.1)

6.11.1.1 Program Manager/Deputy/Chief Engineer (1.1.1.1)

The Contractor shall designate a Program Manager (PM), Deputy Program Manager (DPM), and Chief Engineer (CE) to provide the SBLnet Program and Technical governance and be the key points of contact for all programmatic and technical matters. The PM and DPM shall have the responsibility and authority to represent and commit the Contractor on programmatic matters. The PM and DPM are responsible for creating a partnering environment with CBP and ensuring that the Integrated Product Teams work in a collaborative manner. The DPM is also responsible for implementing the Program Management Best Practices model and associated measurement and program visibility tools. The PM and DPM are supported by a small team of Program Specialists to ensure that Program Management Best Practices and nonoperational metrics are captured and to support communications and the welfare of the team. Additional support is provided to ensure that there is full visibility to CBP.

6.11.1.2 Program Coordination and Administrative Support (1.1.1.2)

Program Coordination is responsible for tracking issues and action items and developing reports to support weekly and monthly program reviews and to rapidly respond to ad-hoc requests for program-related information. Other responsibilities include coordinating and de-conflicting program reviews, independent and nonadvocate reviews, and internal and external compliance audits. Administration functions are responsible for the overall support of the Program Management effort through the provision of the office administration.

6.11.2 Project (Task Order) Office

6.11.2.1 Project Manager (1.2.1.1)

The Task Order Management tasks include:

- Manage the resources assigned to the SBI program to implement the Task Order Tasks:
Cost Account Management (budget definition, tracking, and reporting), Work Break-down Structure (WBS) definition, Schedule performance (identification of the tasks being performed by each of the functions, scheduling those tasks, and monitoring performance to schedule.
Requirements adherence: Ensuring that all functions being performed and products being delivered are in accordance with the contractual requirements and meet the intent of the Statement of Work.
- Customer Relationship Management.
Receive feedback from and respond to Award Fee feedback from the customer. Provide additional customer support as requested/required.
Respond to customer generated corrective actions.
- Provide inputs and support to all program reviews.
Design reviews.
Management reviews.
Customer reviews.

6.11.2.2 Project Coordination and Administrative Support (1.2.1.2)

The Task Order Management tasks for Project Coordination and Admin Support include:

- Support operations in areas such as metrics collection.
- Coordinate meetings and reviews including distribution of meeting minutes and agendas.

6.11.3 Business Management (1.1.2)

6.11.3.1 Cost and Schedule Management (EVMS) (1.1.2.1, 1.2.1.5.1)

Cost and Schedule Management is responsible for preparing, implementing, and maintaining the performance management baseline (PMB) as well as preparing and maintaining the following documents, to be used during the performance of the program: Integrated Performance Management Plan (IPMP), Work Breakdown Structure (WBS), Work Authorizations (WA), Integrated Master Schedule (IMS), weekly and monthly Equivalent Persons (EP) reports, weekly and monthly Earned Value (EVMS) reports, weekly and monthly IMS updates, and various analytical products and Business Reports and Briefing Packages, which shall include a weekly and monthly Program Management Review package, monthly Cost Performance Report (CPR), quarterly Contract Funds Status Report (CFSR), and quarterly Estimates at Completion. In addition, cost and schedule performance data across the program will be integrated into a single database for an integrated set of cost and schedule performance metrics and schedule status reports available electronically.

6.11.3.2 Contracts Management (1.1.2.2, 1.2.1.5.2)

The Contractor shall designate a contracts administrator as the single point of contact for contractual matters. The Contract Administrator shall be responsible for and have authority to represent and commit the Contractor on contract-related program issues. The Contractor shall distribute work packages across the company's business units in accordance with the program plan. The Contractor shall perform Interorganizational Work Authorization Administration as the means to document and communicate the work breakdown. This task encompasses the contracts administration effort associated with the model contract. Contracts administrator manager shall perform general contract administration support during the period of performance of the program. The administrator shall serve as the customer focal point for contractual matters, and shall support program reviews. The administrator shall issue and track correspondences items (incoming and outgoing), and maintain a change history log. The administrator shall also maintain a GFE/GFP log tracking receipt and registration. The administrator shall perform obligation analysis to assess the impact of change activity with regard to scope, change board activities, funding requirements, and export compliance activities. The administrator shall coordinate property administration on the status and maintenance of GFP, support budgetary and planning exercises, and monitor incoming Interorganizational Work Authorizations as needed.

6.11.3.3 Task Order Preparation (1.1.2.3)

Business Management shall (1) cooperatively develop the detailed Task Orders for SBInet by evaluating options using existing cost and schedule data to model alternate choices to achieve customer objectives within funding and schedule constraints, (2) develop a detailed IMS and preliminary resource loads, (3) update the IMS and resource loads through a proposal preparation process, (4) support the implementation team in finalizing the PMB, and (5) participate in Integrated Baseline Reviews (IBRs) for each new Task Order. This WBS element shall cover the Task Order preparation activities of the Business Management function. Other functions will participate in Task Order preparation as noted in their individual write-ups.

6.11.4 Supplier Management and Procurement (1.1.3, 1.2.1.6)

In support of the Program Management Office, SM&P shall be responsible for the following:

- Establish, implement, and maintain a Subcontract Management/Procurement Plan.
- The Subcontract Management Plan for this task shall embody all of the elements of sourcing and subcontracting for the SBInet program. The Plan shall be developed in conjunction with Supplier/Program Management Best Practices.
- Create/maintain major subcontract umbrella task order contracts and flow down coordination and communication to the SM&P task order team.
- EBOM to MBOM configuration and macro requirements flowdown (make/buy) to SM&P task order team.
- Procurement Contracts shall be issued in accordance with the Contractor's approved procurement systems.
- CBP and supplier team interface/coordination for subcontract team decisions.

- Assess new supplier technologies and capabilities and implement/maintain new PIAs, MOUs, MOAs, and TAs.
- Create and establish competitive source selection evaluation criteria and team requirements, including subcontract award fee criteria.
- Participate in program reviews with respect to subcontractor performance, supporting EAC, IMS analysis and schedule management activities, evaluating data items, evaluating and maintaining effective supplier performance metrics, and assessing subcontractor risk, issues, and opportunities.
- Ensuring that subcontractor work scope requirements (i.e., PWSs, specifications, drawings, etc, items/dates) are developed, maintained, and released to the SM&P task order organization for contractual implementation
- Work closely with suppliers and supply chain members to develop a fully integrated supply-chain visibility system for components, subassemblies, material, and supplies in order to monitor points of delivery and delivery times to support schedule.
- Travel to sectors and SM&P task order office to assess needs and staffing requirements.
- Mentor Protégé Development.
- Oversight for SM&P task order team and on-site sector support which includes procurement readiness as follows:
 - Major Subcontract: Proposal evaluation, negotiation, procurement contracts ready for placement.
 - COTS: Leverage the Contractor enterprise commodity teams for COTS procurement order placement.
 - Services Contracts: Model purchase contracts developed.
 - Small Business: Small Businesses identified and provided with model contact.
 - eBuy/Exostar: Identify products and services for reverse auctions and quick response e-commerce.
 - Purchasing Cards: Available for emergency and low value procurements.

For each Task Order, the Contractor Supplier Management and Procurement function shall direct all SM&P task order activity, and serve as the primary SM&P liaison for sector support, customer integration, and supplier Interface. The Contractor Supplier Management shall oversee task order staffing and budgetary and schedule requirements, (2) conduct periodic strategy discussions with the Washington, D.C., Program Management Team, (3) ensure requirements flowdown including providing the necessary management, and (4) act as technical liaison and customer and administrative support.

6.11.5 Security (1.1.8, 1.2.1.11)

Provide the program infrastructure for information security, including certifying and accrediting SBI's information systems and infrastructure. The information security system design shall meet the SBI's Cyber Security Standards and related federal security policies. It shall incorporate industry best practices that improve incident identification and mitigation and increase probability of protection in the future. The Contractor SBI's security solution shall:

- Comply fully with industry standards to implement data authentication, verification, encryption, and information exchange.
- Incorporate security services in a consistent manner such that the SBI's information is protected and accessible.
- Provide unimpeded and readily available business services.
- Include controls and processes to support the security architecture, so that in the event of an attack by an unauthorized entry, the response will be quick and efficient.
- Depict clearly in the security architecture the interconnection and dependencies associated with physical and environment threats.
- Emphasize, as a priority, that responses to security incidents that do occur be quick and effective and that controls will be tightened iteratively to deter future occurrences.

To ensure SBI's system security is fully compliant with all applicable Government security standards, one full-time Information Systems Security Officer (ISSO) is planned. The ISSO is a

security expert and has full responsibility for information program security including but not limited to:

- Developing and maintaining all required security plans.
- Capital planning for security.
- Contingency and disaster recovery planning .
- Coordinating with CBP/DHS to ensure compliance of SBInet systems and information processing facilities.

In accordance with the planning and infrastructure established and managed under the Program Security Task, ensure SBInet system security is compliant with applicable Government security standards as applicable to the specific Task Order implementations.

7 Assumptions and Constraints

The following are assumptions and constraints imposed on the Contractor and any solution for border security.

7.1 Assumptions

The assumptions are grouped by (1) Business; (2) Program, based on conditions within the DHS, CBP, and SBInet environments; and (3) Technical, based on CBP's current technical environment and expected target-state outcomes.

A. Business

1. The SBInet program will serve stakeholders both within and outside DHS such as: federal, state, local, and tribal governments; international partners; industry, and the general public.
2. DHS and CBP business processes and requirements will continue to evolve throughout the life of the SBInet program to reflect new laws, regulations, policies, and threats.
3. The Department of Homeland Security has determined that the product(s) and service(s) to be acquired from the successful offeror pursuant to this solicitation will be good candidates for designation as a Qualified Anti-Terrorism Technology (QATT) as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, sections 441-444 of title 6, United States Code (the "SAFETY Act") and the SAFETY Act implementing regulations (6 CFR Part 25). While it is not possible to definitively state that the product(s) and service(s) will be designated as QATTs under the SAFETY Act, the consideration of any application for such designation will be expedited if the successful Offeror seeks SAFETY Act liability protections. Moreover, the SAFETY Act application process for the successful Offeror will be streamlined.

SAFETY Act protections are not a requirement of this procurement. Firms are free to submit applications with the Department's Office of SAFETY Act Implementation at any time for any anti-terrorism technology. Whether an Offeror has previously obtained SAFETY Act protections will not be evaluated as part of this procurement. Offerors are not required to seek SAFETY Act protections in order to submit an offer or to receive an award. Whether to seek the liability protections of the SAFETY Act for a proposed product or service is entirely up to the Offeror. Additional information about the SAFETY Act may be found at the SAFETY Act website at <http://www.SAFETYAct.gov>. Proposals in which pricing or any other term or condition is contingent upon SAFETY Act protections of the proposed product(s) or service(s) will not be considered for award. The SBInet Program Office will work with the DHS Office of SAFETY Act Implementation (OSAI) to facilitate and expedite the evaluation and analysis that would be required prior to any final decision on SAFETY Designation or Certification. Offerors may begin the SAFETY Act application process prior to submitting a

proposal in response to the SBInet Solicitation. In fact, OSAI has a pre-application process through which OSAI provides applicants preliminary guidance regarding a technology's prospects for SAFETY Act Designation. Interested parties should contact OSAI at 1-866-788-9318. It is our intent to cooperate with the OSAI in order to minimize the time required to reach a final decision on Designation or Certification. However, no final decision may be reached in the absence of information about the effectiveness of the particular technology that the offeror intends to provide.

4. Unique requirements and conditions (e.g., bonds for construction, labor regulations, etc.) will be specified in applicable task order(s).
5. Additional Business Assumptions were provided in the Contractor response to the SBInet RFP Amendment 7 submittal on 4 August 2006.

B. Program

1. The contract resulting from this solicitation will be for use by all components of DHS.
2. CBP, its selected integration partner, and other DHS and CBP Contractors and service providers, must effectively function and coordinate to achieve SBInet's objectives.
3. The funding/appropriations process may constrain the ordering and implementation needed to put solutions in place.
4. The Contractor is responsible for its own security, equipment, and manpower (storage, moving own equipment).
5. Additional Program Assumptions were provided in the Contractor response to the SBInet RFP Amendment 7 submittal on 4 August 2006.

C. Technical

1. SBInet integration Contractor must interface both directly and indirectly, with DHS and its components throughout the term of the contract, including periods covered by the exercise of any task order renewal options. Some development, modification, or enhancement to legacy systems, infrastructure, and processes by current CBP employees and Contractors may be required to ensure integration and interoperability of SBInet solutions within the DHS and CBP environment.
2. The SBInet program solution(s) shall be implemented in a manner that balances interruption of operations with mission improvement for CBP, DHS, and external stakeholders.
3. SBInet solution(s) will utilize products, standards, and services that promote an open and flexible architecture. The Contractor will use Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) products whenever possible. The Contractor will use approved DHS and CBP products, standards, and services when appropriate, but can propose additional elements, as needed, in support of innovative, interoperable, and best-value solutions. The Contractor is expected to plan for the use of DHS planned and existing contracts including, but not limited to: Integrated Wireless Network (IWN) (wireless technology), EAGLE and First Source (information technology products and services), OneNet, and SAFECOM.

4. The SBlnet solution(s) must maximize officer and other personnel safety and the welfare of the communities.
5. The deployment and/or capability of IWN, EAGLE, First Source, OneNet, and SAFECOM may not be synchronized or sufficient to support SBlnet.

7.2 Constraints

In addition to contractual provisions specified herein and the Laws, Regulations, and Policies specified in Section J, Attachment 02, the following constraints are applicable to all solutions provided under this contract. The Contractor, subcontractors, and teaming partners will adhere to all applicable federal laws, regulations, and policies, including but not limited to the following:

A. Development

1. ISO 9001 Standards certifications or Software Engineering Institute (SEI) Capability Maturity Model (CMM) Level 3 or CMM Integration (CMMI) Level 3 appraisals for the Contractor Team Member doing applicable software development work.
2. The Contractor shall follow DHS and CBP configuration, change, and baseline management practices, and operate within established DHS and CBP configuration management governance structures and guidelines.
3. Where possible, the Contractor will utilize approved DHS and CBP services, products, and standards, as reflected in the DHS and CBP Technical Reference Models (TRM) and Standards Profiles. If additional services, products, and standards are needed for the SBlnet solution, proposals for these shall be coordinated and controlled through the appropriate DHS and CBP governance bodies, in accordance with documented Technology and Renewal Processes. Proposals to utilize new or previously unapproved products, services, and standards will be appropriately justified and explicitly linked to the tenets of innovative, flexible, reliable, interoperable, and secure best-value design.
4. The Contractor shall incorporate as much of the available technology, infrastructure, and personnel already deployed in the geographic area as practicable without unduly burdening the utility of any solution(s).
5. Federal Enterprise Architecture (FEA), including compliance with FEA Business, Performance, Data, Service Component, and Technical Reference models. Alignment with FEA is required as a component of OMB budget submissions. The FEA is available at <http://www.egov.gov>.
6. DHS Enterprise Architecture. Access to the DHS Enterprise Architecture will be restricted until after contract award. Alignment of the selected SBlnet solution will be assessed following contract award in accordance with the DHS Capital Planning and Investment Control process.
7. CBP Enterprise Architecture. Access to the CBP Enterprise Architecture technical and application architecture has been made available during Due Diligence Review. Alignment of the selected SBlnet solution will be assessed following contract award in accordance with the DHS Capital Planning and Investment Control process.
8. The Contractor and the Government will work together to identify where Section 508 Accessibility Requirements (www.section508.gov) are applicable.
9. CBP Systems Development Life Cycle (SDLC) and Enterprise Life Cycle Methodology (ELCM) guidelines.
10. Asset Management Policies and Procedures (refer to the SBlnet library).

11. CBP will approve all software deployed to the SBInet infrastructure or supporting the DHS program using the Certification and Accreditation (C&A) process as described in National Institute of Standards and Technology (NIST) Special Publication 800-37. The Contractor must fully support the C&A process.
12. There are a number of external systems dependencies on CBP, including, but not limited to, International, federal, state, local, and tribal law enforcement system dependencies.

B. Security

1. The Contractor shall safeguard the Government's data security and the physical and data security of its operations and personnel. The Contractor shall comply with all applicable security requirements not previously identified.
2. Contractor employees must have favorably adjudicated background investigation files prior to being given full access to CBP system and sensitive information.
3. Software solutions developed in support of SBInet will follow e-authentication guidelines issued by the National Institute of Standards and Technology (NIST).
4. The Contractor shall ensure its employees adhere to legal and contract requirements concerning U.S. citizenship or, if permitted, legal alien status. The following are the required Best Hiring Practices:
 - a. Use the Basic Pilot Program for all hiring.
 - b. Establish an internal training program, with annual updates, on how to manage completion of Form I-9 (Employment Eligibility Verification Form) and on how to detect the fraudulent use of documents in the I-9 process.
 - c. Permit the I-9 and Basic Pilot Program process to be conducted only by individuals who have received this training—and include a secondary review as part of each employee's verification, to minimize the potential for a single individual to subvert the process.
 - d. Arrange for semi-annual I-9 audits by an external auditing firm or a trained employee not otherwise involved in the I-9 process.
 - e. Establish a self-reporting procedure for the reporting to ICE of any violations or discovered deficiencies.
 - f. Establish a protocol for responding to no-match letters received from the Social Security Administration.
 - g. Establish a Tip Line for employees to report activity relating to the employment of unauthorized aliens, and a protocol for responding to employee tips.
 - h. Designate a Compliance Officer to ensure that employment practices are in accordance with these best practices (only for employers with more than 50 employees).
 - i. Establish and maintain safeguards against use of the verification process for unlawful discrimination.
 - j. Establish a protocol for assessing the adherence to the best practices guidelines by the company's Contractors/subcontractors.

C. Site

1. Office of Field Operations (OFO) and Office of Border Patrol (OBP) facilities, including POEs, are owned and/or managed by various federal, municipal, and private organizations, including the General Services Administration, municipal

port authorities, and CBP. The Contractor will operate within the DHS and CBP governance structures. This includes an advisory role to the SBI Program Executive Officer, the PMO, the SBI net Project Office, and interaction with the appropriate change control board(s).

2. Flyover rights and permission shall be coordinated with the appropriate FAA and local authorizing entities.
3. Local, federal, and state codes must be considered and complied with when accomplishing construction.
4. When required, certain regions and areas will require environmental impact assessment and compliance studies.
5. Policies, agreements, and the governances dealing with tribal lands and state and local governments must be adhered to.
6. To plan and execute construction of infrastructure and facilities along the specified border regions including POEs, SBI net must interface with multiple Government service providers including the U.S. Army Corps of Engineers and the General Services Administration.

8 Schedule of Deliverables

The time-phasing (Figure 1) of the Contractor SBI net solution is designed to gain full control of the border in three years. The Program Management Task will span all phases of contract activity and will provide the necessary Program Management and System-of-Systems Engineering to support the individual IDIQ Task Orders. The execution of the Contractor-proposed solution for the Southern and Northern border sectors will be authorized, planned, and executed via discrete Task Orders per the basic IDIQ contract.

The deliverables identified in Figure 2 shall be provided in the specified formats and in accordance with the schedules specified for the individual Task Orders. As-Built documentation shall include an inventory of installed components and shall depict a complete layout (physical and functional) of the system including drawings and schematics detailing equipment enclosure layouts, tower profiles, control room layouts, conduit runs, rack drawings, equipment interfaces, and other required drawings.

Detailed operating manuals enable Government maintenance personnel to become fully conversant, knowledgeable, and able to perform all system operations. Detailed maintenance manuals enable personnel to perform routine preventive and restorative maintenance on system components.

All deliverables shall be submitted for review and acceptance by the Contracting Officer's Technical Representative (COTR). Upon completion of the review, the plans shall be updated with changes. The Final Design Plan and Final Implementation Plan shall then be submitted to the COTR for approval.

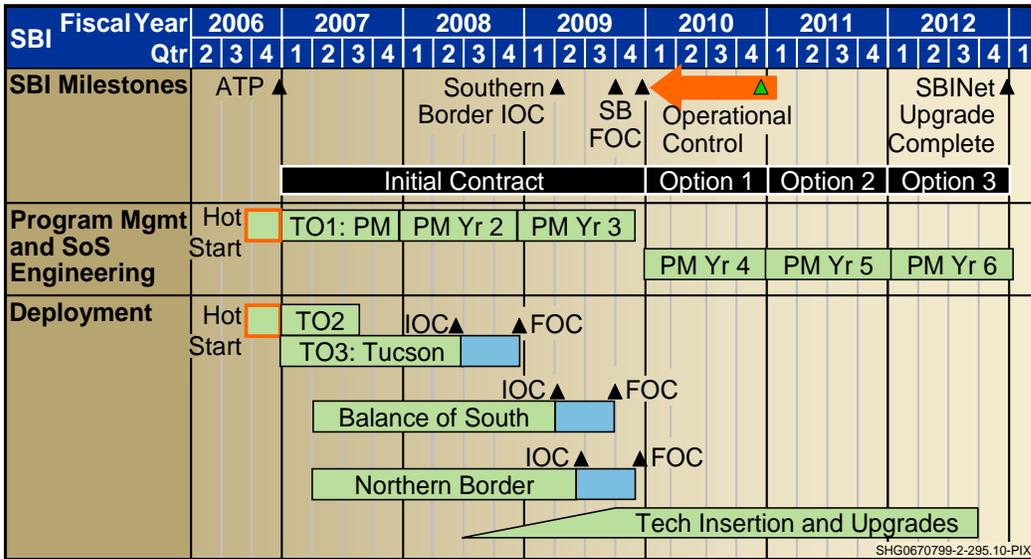


Figure 1. SBI Net Implementation Time-Phasing

Deliverable Name	Format
Project Management Plan	MS Word
Scope Management Plan	MS Word
Scope Definition	MS Word
Work Breakdown Structure	MS Project 2000
Project Schedule	MS Project 2000
Cost Management Plan	MS Word
Cost Estimates	MS Word, MS Excel
Quality Management Plan	MS Word
Staffing Management Plan	MS Word
Communications Management Plan	MS Word
Risk Management Plan	MS Word
Procurement Management Plan	MS Word
Test and Evaluation Plan	MS Word
Acceptance Plan	MS Word
Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Communications Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views

Figure 2. SBI Net Contract Data Requirements List

Deliverable Name	Format
Sensor Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Infrastructure Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Mobile Platform Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Concept of Operations Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Integration Design Plan	MS Word, AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Weekly, monthly, quarterly reports	MS Word
Meeting minutes	MS Word
Risk tracking documents	MS Word
Test reports	MS Word
Draft Design Plan	AutoCAD, Printed on D-sheet size, individual PDF files for all drawings for all Layout and Model Views
Bill of Materials	MS Excel, with PDF duplicate copy for record Final Design Plan AutoCAD, Printed on D-sheet size, individual PDF files for all drawings and Layout and Model Views
Final Implementation Plan	AutoCAD, Printed on D-sheet size, individual PDF files for all drawings and Layout and Model Views
Operating Manuals, warranties, test results, and registrations	Per manufacturer, PDF or Word
Invoice Submissions	MS Excel with PDF duplicate copy for record
Training Plan	MS Word
Training Materials	Per manufacturer, PDF or MS Word
As-Built Documentation	AutoCAD, Printed on D-sheet size, individual PDF files for all drawings and Layout and Model Views
Status Reports	MS Word
PDR Briefing Package	MS PowerPoint
Developmental Test and Evaluation (DT&E) Plan	MS Word
CDR Briefing Package	MS PowerPoint
DT&E Report	

Figure 2. SBInet Contract Data Requirements List (Continued)

Deliverable Name	Format
MS Word	
Operational Test and Evaluation (OT&E) Plan	MS Word
Operator Report	MS Word
OT&E Report	MS Word

Figure 2. SBInet Contract Data Requirements List (Continued)

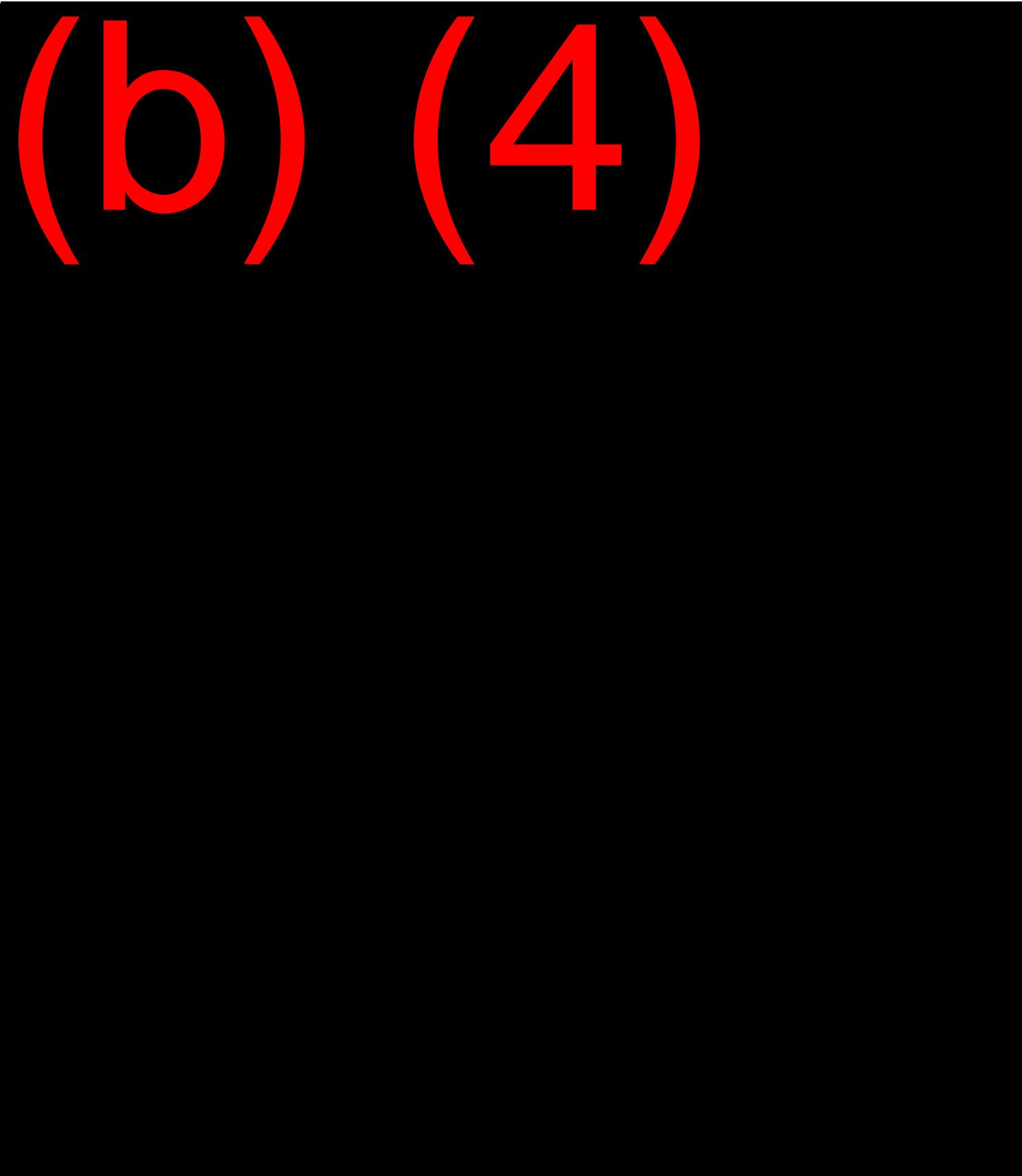
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ATTACHMENT 02
CONTRACT LEVEL QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

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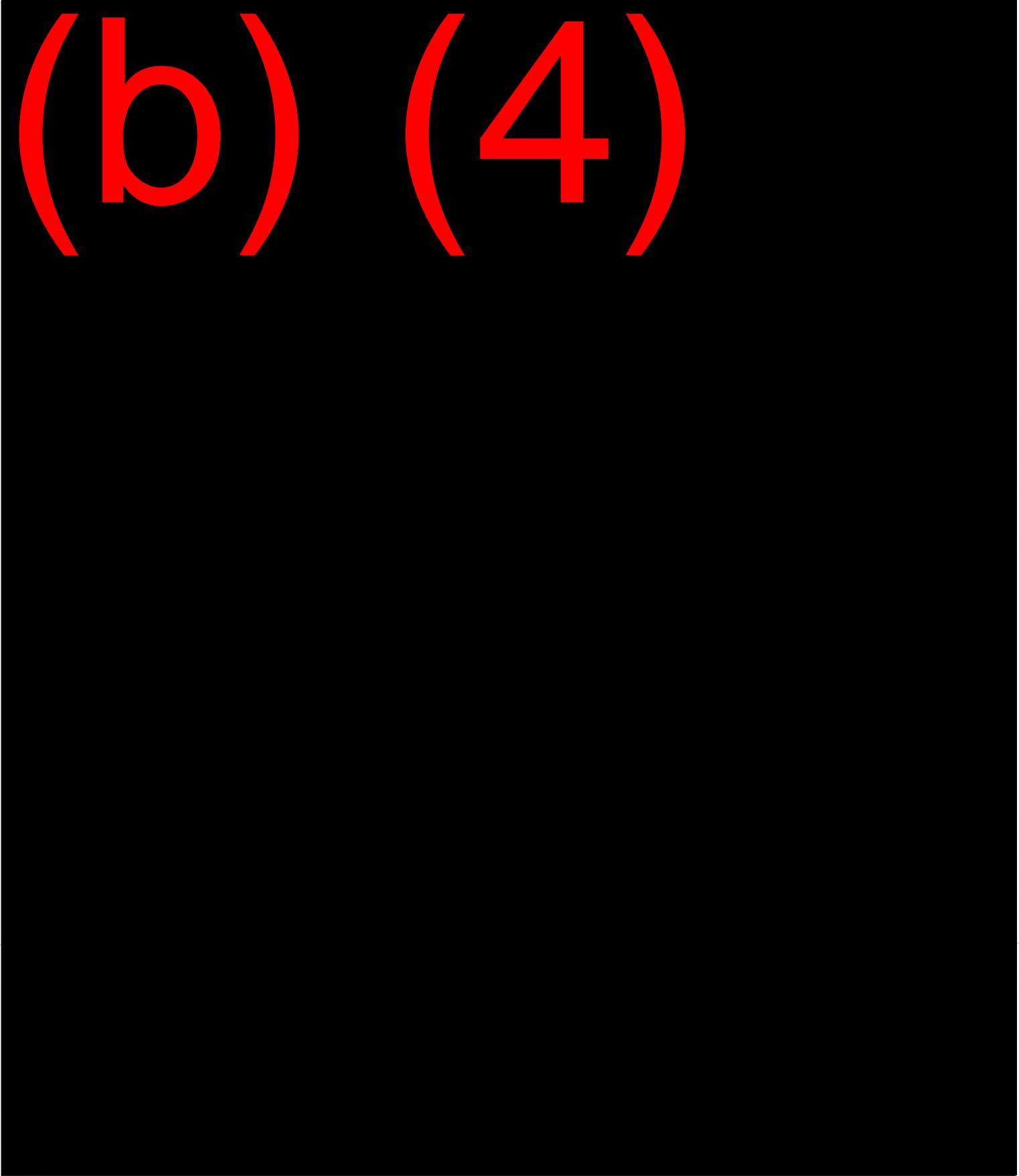
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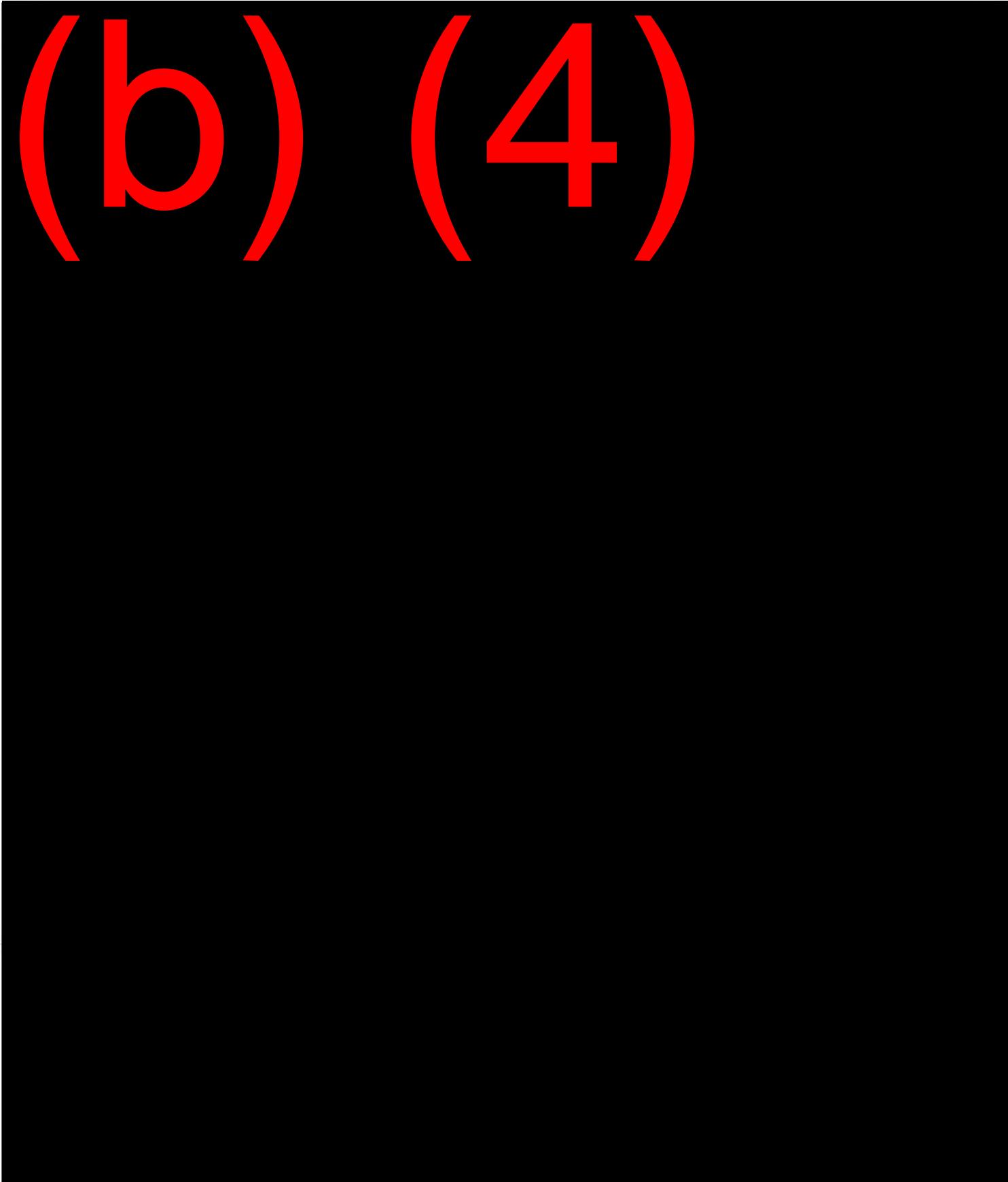


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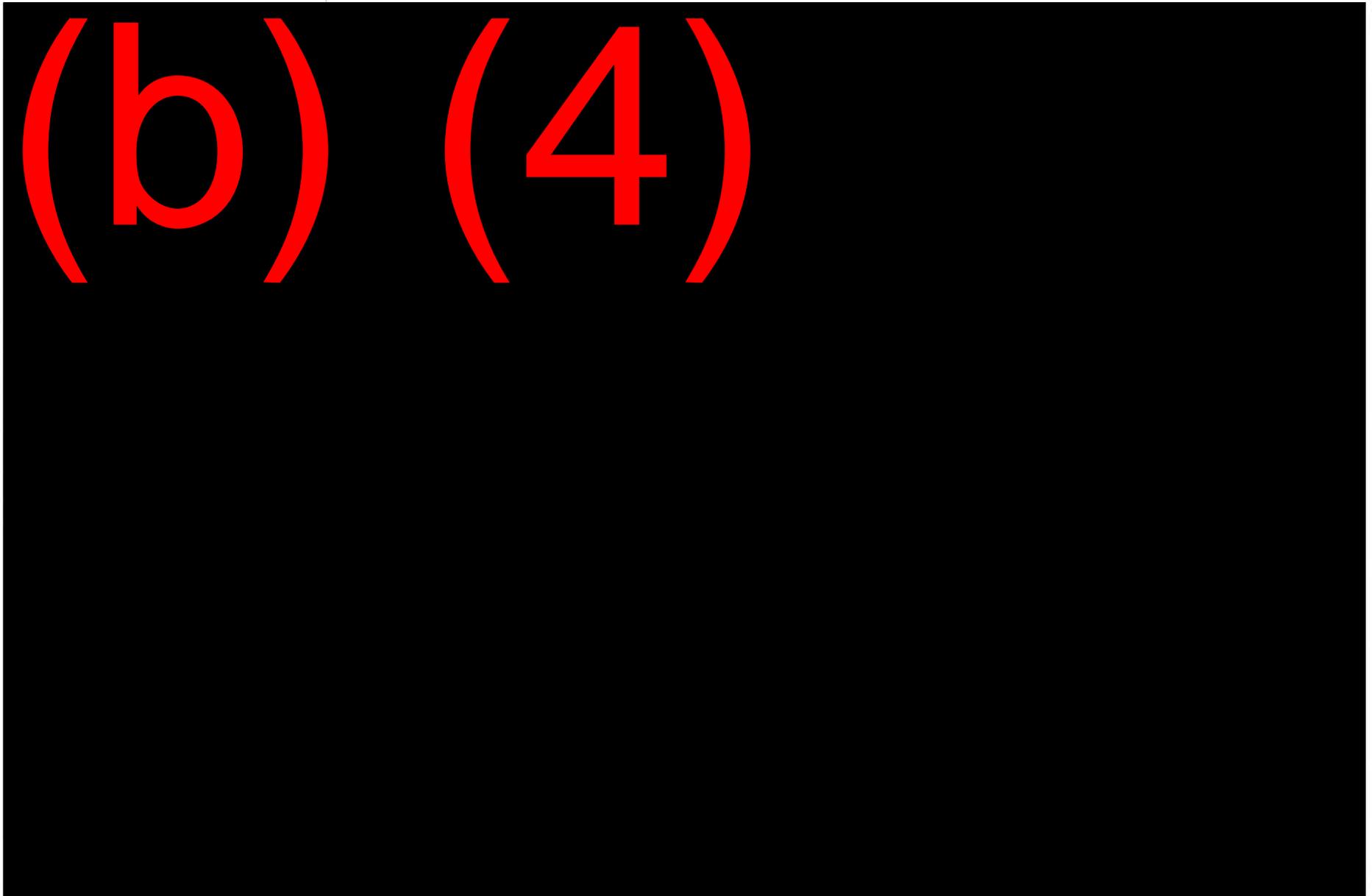
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ATTACHMENT 03
GOVERNMENT WORK BREAKDOWN STRUCTURE—CONCEPT OF OPERATIONS—6,000
MILES ROUGH ORDER OF MAGNITUDE (ROM)

A. GWBS COO – 6,000 Miles ROM



A. GWBS COO – 6,000 Miles ROM (Continued)

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